



**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

REQUEST FOR PROPOSALS

FOR

GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW)

JOB SERVICES

RFP CMD #16-03

May 23, 2016

**Department of Public Social Services
Bureau of Administrative Services
Contract Management Division
12900 Crossroads Parkway South 2nd Floor Annex
City of Industry, California 91746-3411**

TABLE OF CONTENTS

1.0	INTRODUCTION	1
2.0	PURPOSE-CONTRACT FOR GROW JOB SERVICES	2
2.1	Statement of Work.....	2
2.2	Sample Contract: County Terms and Conditions.....	3
3.0	PROPOSER’S MINIMUM MANDATORY QUALIFICATIONS	4
4.0	COUNTY’S RIGHTS AND RESPONSIBILITIES	5
4.1	Final Contract Award by the Board of Supervisors.....	5
4.2	County Option to Reject Proposals.....	5
4.3	County’s Right to Amend Request for Proposals	5
4.4	Background and Security Investigations.....	6
4.5	County’s Quality Assurance Plan	6
5.0	PROPOSER’S REQUIREMENTS AND CERTIFICATIONS	6
5.1	Notice to Proposers Concerning the Public Records Act.....	6
5.2	Contact with County Personnel	7
5.3	Mandatory Requirement to Register on County’s WebVen	7
5.4	Protest Policy Review Process	8
5.5	Injury and Illness Prevention Program.....	8
5.6	Confidentiality and Independent Contractor Status	9
5.7	Conflict of Interest.....	9
5.8	Determination of Proposer Responsibility.....	9
5.9	Proposer Debarment	10
5.10	Adherence to County’s Child Support Compliance Program.....	12
5.11	Gratuities.....	12
5.12	Notice to Proposers Regarding the County Lobbyist Ordinance	13
5.13	Federal Earned Income Credit	13
5.14	Consideration of GAIN-GROW Participants for Employment.....	14
5.15	Recycled Bond Paper	14
5.16	Safely Surrendered Baby Law.....	14
5.17	Jury Service Program	14
5.18	Intentionally Omitted	16

TABLE OF CONTENTS

5.19	Notification to County of Pending Acquisitions-Mergers by Proposing Company.....	16
5.20	Proposer’s Charitable Contributions Compliance	16
5.21	Defaulted Property Tax Reduction Program.....	17
5.22	Time Off for Voting	18
6.0	COUNTY’S PREFERENCE PROGRAMS	18
6.1	County Policy on Doing Business with Small Business.....	18
6.2	Local Small Business Enterprise Preference Program.....	19
6.3	Local Small Business Enterprise (SBE) Prompt Payment Program	19
6.4	Disabled Veteran Business Enterprise Preference Program (DVBE).....	19
6.5	Transitional Job Opportunities Preference Program.....	20
7.0	PROPOSAL SUBMISSION REQUIREMENTS	21
7.1	Truth and Accuracy of Representations	21
7.2	RFP Timetable.....	21
7.3	Solicitation Requirements Review	22
7.4	Proposers’ Questions	22
7.5	Intentionally Omitted.....	23
7.6	Proposers Conference	23
7.7.	Preparation of the Proposal.....	23
7.8.	Business Proposal Format	24
7.9	Cost Proposal Format.....	41
7.10	Firm Offer-Withdrawal of Proposal	44
7.11	Proposal Submission.....	44
8.0	SELECTION PROCESS AND EVALUATION CRITERIA.....	46
8.1	Selection Process.....	46
8.2	Adherence to Minimum Requirements (Pass-Fail)	46
8.3	Disqualification Review.....	47
8.4	Business Proposal Evaluation and Criteria (75%)	47
8.5	Cost Proposal Evaluation Criteria (25%)	50
8.6	Intentionally Omitted.....	51
8.7	Department's Proposed Contractor Selection Review	51
8.8	County Independent Review Process.....	53

TABLE OF CONTENTS

APPENDICES:

A Statement of Work

B Technical Exhibits

- B-1** Performance Requirements Summary and Contract Discrepancy Report
 - B-2** General Relief (GR) District Offices and DPSS GROW Satellite Offices & Explanation of GR District Office Boundaries
 - B-3** GROW Service Areas and Projected Caseload
 - B-4** Average JRT Participation in FY 2014-2015
 - B-5** Orientation and Job Readiness Training Schedule
 - B-6** Literacy Screening Tool
 - B-7** GROW Participants Orientation Evaluation
 - B-8** Job Readiness Training Evaluation
 - B-9** Dress for Success Guide and Agreement
 - B-10** Job Readiness Participation Agreement
 - B-11** GROW Participant Profile/Employment Questionnaire
 - B-12** Job Search/Job Retention Test and Score Sheet
 - B-13** GROW Welfare-to-Work Plan Activity Assignment
 - B-14** GROW Orientation Attendance Sheet for Participants Served
 - B-15** GROW Job Readiness Training Weekly Attendance Sheets for Participants Served
 - B-16** GROW Verification of Employment Request
 - B-17** GROW Job Services Monthly Management Report
 - B-18** GROW Certificate of Completion
 - B-19** Civil Rights Resolution Agreement Requirements and Forms
 - B-20** Employment and Training Participant List
- C Sample Contract:** Identifies the terms and conditions in the Contract.
- D Required Forms:** Forms that must be completed and included in the proposal.
- D-1** Proposer's Organization Questionnaire/Affidavit

TABLE OF CONTENTS

- D-2** Prospective Contractor References
- D-3** Prospective Contractor List of Contracts
- D-4** Prospective Contractor List of Terminated Contracts
- D-5** Certification of No Conflict of Interest
- D-6** Familiarity of the County Lobbyist Ordinance Certification
- D-7** Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form
- D-8** Proposer's EEO Certification
- D-9** Attestation of Willingness to Consider GAIN/GROW Participants
- D-10** Contractor Employee Jury Service Program Certification Form and Application on for Exception
- D-11** Pricing/Bid Sheet
- D-12** Certification of Independent Price Determination and Acknowledgement of RFP Restrictions
- D-13** Line Item Budget
- D-14** Employee Benefits
- D-15** Charitable Contributions Certification
- D-16** Transitional Job Opportunities Preference Application
- D-17** Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- D-18** Request for Disabled Veteran Business Enterprise Preference Program Consideration
- D-19** Five Year Revenue Disclosure Summary
- D-20** Contractors Certification of Office Locations
- E** **Transmittal form to Request a Solicitation Requirements Review:** Transmittal sent to the Department requesting a Solicitation Requirements Review.
- F** **County of Los Angeles Policy on Doing Business with Small Business:** County Policy.
- G** **Jury Service Ordinance:** County Code.
- H** **Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.

TABLE OF CONTENTS

- I IRS Notice 1015:** Provides information on Federal Earned Income Credit.
- J Safely Surrendered Baby Law:** County Program.
- K Living Wage Ordinance (Intentionally Omitted)**
- L Determination of Contractor Non-Responsibility and Contractor Debarment:** County Code (include for Proposition A and Cafeteria Services Solicitations Contracts).
- M Guidelines for Assessment of Proposer Labor Law-Payroll Violations (Intentionally Omitted)**
- N Background and Resources: California Charities Regulation:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources. (If applicable)
- O Defaulted Property Tax Reduction Program:** County Code.

1.0 INTRODUCTION

The County of Los Angeles (County), Department of Public Social Services (DPSS) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with organizations who can provide Orientation workshops and Job Readiness Training (JRT) classes to participants of the DPSS' General Relief Opportunities for Work (GROW) program. GROW is County of Los Angeles' Welfare-to-Work (WtW) program designed to help employable General Relief (GR) applicants and recipients seek, obtain, and retain employment, through active participation in the program.

GR is a County-funded program that provides temporary cash aid to indigent adults and certain sponsored legal immigrant families who are ineligible for federal or State programs. GR participants determined able to work are required to participate in the GROW program.

GROW Orientation is a one or two hour session that must be completed by GR applicants as a condition of eligibility for GR cash benefits. Once the GR case is approved, individuals receive an initial appraisal from their Case Managers and are referred to their next appropriated GROW activity. Unless there are clear and substantial barriers to employment, the majority of the participants in GROW are referred to the GROW JRT. GROW JRT is a three-week, 20 hours per week, four hours per day, activity. The goal of JRT is for participants to search for and obtain employment. Proposers shall develop innovative curricula for JRT based on parameters provided by DPSS.

- 1.1 Successful Proposers will provide GROW Job Services for 14 GR districts. The 14 GR districts/GROW sites have been divided into six (6) Service Areas as follows:

SERVICE AREA	GR Districts/ GROW Sites	Location to be Provided by:
1	San Gabriel	Contractor
	Pomona	Contractor
	Metro East	County
2	Civic Center	Contractor
	Metro Special	County

3	San Fernando	Contractor
	Lancaster	Contractor
4	Southwest Special	County
	South Central	County
	South Special	Contractor
5	Rancho Park	Contractor
	Wilshire Special	Contractor
6	Glendale	Contractor
	Pasadena	Contractor

- 1.2 A separate proposal must be submitted for each Service Area. An organization may submit no more than three proposals. An organization will be awarded a maximum of two Service Areas.
- 1.3 Proposers must demonstrate in their proposals that they are qualified and have the experience to conduct Orientation Workshops and JRT sessions. Proposals must clearly describe innovative strategies the Proposer will use in its Job Readiness Training in order to move eligible GR participants into employment. Proposals shall also describe how each GROW Service Area's specific needs will be met.
- 1.4 The Proposers must demonstrate their experience and knowledge of the communities in the Service Area and of the languages spoken by the residents. Additionally, Proposers must demonstrate established relationships with the employers and their understanding of the labor trends in the Service Area. Proposers must also demonstrate their ability to form linkages with businesses, Work Source Centers, and supportive services agencies. In addition, Proposers must develop innovative methods that transition GROW participants from welfare dependence to self-sustaining employment.

2.0 PURPOSE-CONTRACT FOR GROW JOB SERVICES

2.1 Statement of Work

Contractor shall be expected to implement the Statement of Work (SOW) that is contained in Appendix A, of this RFP.

2.2 Sample Contract: County Terms and Conditions

Contractor shall be expected to implement a Contract substantially similar to the Sample Contract contained in Appendix C, of this RFP.

2.2.1 Anticipated Contract Term

The Contract term is anticipated to be for a period of three years. The Contract is anticipated to commence on January 1, 2017, following Board of Supervisors' award.

2.2.2 Contract Rates

The Contractor's rates shall remain firm and fixed for the term of the Contract as set forth in Appendix D, Required Forms, Form D-11, Bid Sheet, unless changed in accordance with the provision in Subsection 5.3.1, of Appendix C, Sample Contract.

2.2.3 Days of Operation

The Contractor shall be required to provide services set forth in Appendix A, Statement of Work, Monday through Friday, from 8:00 A.M. to 5:00 P.M. The Contractor is not required to provide services on County - recognized holidays. The County's Contract Administrator (CCA) will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, as soon as it is available.

2.2.4 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in Appendix C, Sample Contract, Subsection 8.23. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in the Appendix C, Sample Contract, Subsections 8.24 and 8.25.

2.2.5 SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at

(800) 420-0555 or can access their website directly at www.2sparta.com

2.2.6 Health Insurance Portability and Accountability Act of 1996

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended.

3.0 PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS

Interested and qualified Proposers who can demonstrate their ability to successfully provide the required services outlined in Appendix A, SOW of this RFP, are invited to submit proposal(s), provided they meet the following requirements:

- 3.1 Proposer must have, by proposal submission due date, a minimum of three years' experience, within the last ten years, providing Job Services or services equivalent or similar to the services identified in Appendix A, SOW. This information must be documented in the Business Proposal Subsection 3.1.1 (see RFP Paragraph 7.8.8.1)
- 3.2 Proposer must have, by proposal submission due date, a Contract Manager with: Option (1) a bachelor's degree in a related field (e.g., social work, public administration, psychology) with two years' experience providing Job Services, or services substantially similar to the services required in Appendix A, SOW, OR Option (2) a minimum of three years' experience by the time of proposal submission date, providing Job Services, or services substantially similar to the services required in Appendix A, SOW. If the Contract Manager is not yet hired, the Proposer must include the complete job specifications for the position. The experience must be documented in Business Proposal Subsection 6.1.1 (see RFP Paragraph 7.8.11.1).
- 3.3 Proposer shall have an administrative office in the County of Los Angeles, with a responsible person(s) to maintain all administrative records related to the proposed Contract and financial reports that are required herein. This information must be documented in the Business Proposal Subsection 3.1.3 (see RFP Paragraph 7.8.8.1)
- 3.4 Comply with the Proposal's format and requirements set forth in the Business Proposal Format and the Cost Proposal Format, (see RFP Subsections 7.8 and 7.9).

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

4.1 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal(s) and the terms of any resultant agreement(s), and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

4.2 County Option to Reject Proposals

Proposers are hereby advised that this RFP is an informal solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel the RFP in its entirety. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

4.3 County's Right to Amend Request for Proposals

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available on the DPSS website at <http://dpss.lacounty.gov/dpss/contracts/default.cfm>. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

4.4 Background and Security Investigations

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

4.5 County's Quality Assurance Plan

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the SOW. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

5.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS

5.1 Notice to Proposers Concerning the Public Records Act

5.1.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's proposal will become a matter of public record when 1) contract negotiations are complete; 2) DPSS receives a letter from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and 3) DPSS releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review, under Board Policy No. 5.055.

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."

- 5.1.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.
- 5.1.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "confidential," "trade secrets," or "proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

5.2 Contact with County Personnel

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed or, e-mailed as follows:

Angelica Vicente
12900 Crossroads Pkwy South, East Annex
City of Industry, CA 91746
GROWJobSvcsRFP@dpss.lacounty.gov

If it is discovered that Proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration.

5.3 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>. Proposer must register using commodity code 95243. Commodity Code No. 95243 consist of: a) Code No. 952 assigned to Human Services; and b) Sub-Code No. 43 assigned to Family and Social Services.

5.4 Protest Policy Review Process

5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 5.4.3 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

5.4.3 Grounds for Review

Unless State or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (reference subsection 7.3, in the Proposal Submission Requirements Section).
- Review of a Disqualified Proposal (reference subsection 8.3, in the Selection Process and Evaluation Criteria Section).
- Review of Proposed Contractor Selection (reference subsection 8.7, in the Selection Process and Evaluation Criteria Section).

5.5 Injury and Illness Prevention Program

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

5.6 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in subsection 7.5 and the Independent Contractor Status provision contained in paragraph 8.22, in Appendix C, Sample Contract.

5.7 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D - Required Forms, Form D-5, Certification of No Conflict of Interest.

5.8 Determination of Proposer Responsibility

5.8.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Proposers.

5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the Sub-Contractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

5.8.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission which indicates a lack of business

integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.

- 5.8.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.8.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 5.8.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

5.9 Proposer Debarment

- 5.9.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.
- 5.9.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed

debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 5.9.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 5.9.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 5.9.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 5.9.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where 1) the Proposer has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by

the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

5.9.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

5.9.8 These terms shall also apply to proposed Sub-Contractors of Proposers on County contracts.

5.9.9 Appendix H provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for the County of Los Angeles.

5.10 Adherence to County's Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

5.11 Gratuities

5.11.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

5.11.2 Proposer Notification to County

A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

5.11.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

5.12 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix D - Required Forms, Form D-6, as part of their proposal.

5.13 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015. Reference Appendix I.

5.14 Consideration of GAIN-GROW Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's DPSS Greater Avenues for Independence (GAIN) or GROW Programs or shall attest to a willingness to consider GAIN-GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN-GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed, "Attestation of Willingness to Consider GAIN-GROW Participants" form, as set forth in Appendix D - Required Forms, Form D-9, along with their proposal.

5.15 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Appendix C, Sample Contract, Paragraph 8.39.

5.16 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each Sub-Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix J of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

5.17 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix G, and the pertinent jury service provisions of the Sample Contract, Appendix C, subsection 8.8, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Sub-Contractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 5.17.1 The Jury Service Program requires Contractors and their Sub-Contractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program.
- 5.17.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than five hundred thousand dollars (\$500,000), and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 5.17.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the

Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, Form D-10 in Appendix D - Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

5.18 Intentionally Omitted

5.19 Notification to County of Pending Acquisitions-Mergers by Proposing Company

The Proposer shall notify the County of any pending acquisitions-mergers of their company. This information shall be provided by the Proposer on Appendix D, Required Forms, Form D-1, Proposer's Organization Questionnaire-Affidavit. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in Appendix D, Required Forms, Form D-1 (Proposer's Organization Questionnaire-Affidavit) during the pendency of this RFP by providing a revised Form D-1 (Proposer's Organization Questionnaire) to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

5.20 Proposer's Charitable Contributions Compliance

5.20.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the Background and Resources: California Charities Regulations, Appendix N. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over two million (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

5.20.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Form D-15 as set forth in Appendix D, Required Forms. A completed Form D-15 is a required part of any agreement with the County.

5.20.3 In Form D-15, prospective contractors certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,

- OR -

- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

5.20.4 Prospective County contractors that do not complete Form D-15 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

5.21 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix O, and the pertinent provisions of the Sample Contract, Appendix C, subsections 8.51 and 8.52, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Sub-Contractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Form D-17 in Appendix D, Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of

debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

5.22 Time Off for Voting

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Sub-Contractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 County Policy on Doing Business with Small Business

- 6.1.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 6.1.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in subsection 6.2 of this solicitation.
- 6.1.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Subsection 5.17 - Jury Service Program of this solicitation.
- 6.1.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

6.2 Local Small Business Enterprise Preference Program

- 6.2.1 The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.2 of the Los Angeles County Code.
- 6.2.2 A business which is certified as small by the Small Business Administration (SBA) or which is registered as small on the federal Central Contractor Registration data base may qualify to request the Local SBE Preference in a solicitation.
- 6.2.3 Businesses must complete the Required Form, Request for Local SBE Preference Program Consideration and CBE Firm-Organization Information Form, Form D-7 in Appendix D, Required Forms with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain the Local SBE Preference.

6.3 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

6.4 Disabled Veteran Business Enterprise Preference Program (DVBE)

- 6.4.1 The County will give preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise, consistent with Chapter 2.211 of the Los Angeles County Code. A Disabled Veteran Business Enterprise vendor is defined as: 1) A business which is certified by the State of California as a Disabled Veteran Business Enterprise; or 2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).
- 6.4.2 Certified Disabled Veteran Business Enterprise vendors must request the preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed.
- 6.4.3 In no case shall the Disabled Veteran Business Enterprise Preference Program price or scoring preference be combined with

any other county preference program to exceed eight percent (8%) in response to any county solicitation.

- 6.4.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Disabled Veteran Business Enterprise.
- 6.4.5 To request the Disabled Veteran Business Enterprise Preference, Proposer must complete and submit the Request for Disabled Veteran Business Enterprise Consideration form in Appendix D, Required Forms, Form D-18, with supporting documentation with their proposal.

Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>

6.5 Transitional Job Opportunities Preference Program

- 6.5.1 In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Service Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting Department.

6.5.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

6.5.3 To request the Transitional Job Opportunities Preference, Proposer must complete the Transitional Job Opportunities Preference Application in Appendix D, Required Forms, Form D-16 and submit it along with all supporting documentation with their proposal.

7.0 PROPOSAL SUBMISSION REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

7.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final. All proposals shall be firm and final offers and may not be withdrawn for a period of three hundred and sixty-five (365) days following the final proposal submission date.

7.2 RFP Timetable

The timetable for this RFP is as follows:

- Release of RFP 05/23/16
- Written Questions Due..... 06/02/16
- Mandatory Proposers Conference 06/02/16
- Request for a Solicitation Requirements Review Due 06/07/16
- Questions and Answers Released..... 06/16/16
- **Proposals due by 12:00 P.M. Pacific Time 06/23/16**

7.3. Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E, Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

7.4 Proposers' Questions

Proposers may submit written questions regarding this RFP by mail or e-mail to the individual identified below. All questions for consideration at the Proposer's Conference, Thursday, June 2, 2016 at 2:00 P.M. must be received by 48 hours prior to the Proposer's Conference. All questions, without identifying the submitting proposer/agency, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions please specify the RFP section number, subsection and paragraph numbers, and page number and quote the

language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposer.

Questions should be emailed to:

Angelica Vicente, Administrative Services Manager I
Department of Public Social Services
Contract Management Division, Section III
12900 Crossroads Parkway South – East Annex, 2nd Floor
City of Industry, CA 91746-3411
E-mail address: GROWJobSvcsRFP@dpss.lacounty.gov

7.5 Intentionally Omitted

7.6 Proposers Conference

A **Mandatory** Proposers Conference will be held to discuss the RFP. County staff will respond to questions from potential Proposers. All potential Proposers must attend this conference or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. The conference is scheduled as follows:

Date: June 2, 2016
Time: 2:00 PM
Place: East Los Angeles Library
4837 East Third St.
Los Angeles, CA 90022

Interested agencies are strongly encouraged to review the RFP and Appendices, and begin preparation of their proposal prior to the Proposers Conference. Copies of the RFP will not be provided at the Proposers Conference.

7.7 Preparation of the Proposal

In preparing the written proposal, the Proposer should ensure that the proposal responds completely and thoroughly to all requirements set forth in this RFP. **Proposals should demonstrate an understanding of the population to be served and how the agency is to best provide services to meet the requirements.**

The objective of the proposal submission is for DPSS to ascertain the Proposer's ability to meet or exceed the required service level. In addition, specific information is requested from all Proposers to ensure that the proposals can be fairly compared and evaluated in a standard manner.

Only information that is contained in the written proposal will be evaluated. Proposals must adhere to the specified page limits. The County may, in its sole discretion, disregard any pages over the limits.

Two (2) separate proposals must be submitted - a Business Proposal and a Cost Proposal. All Proposals must be bound and submitted in the prescribed format. Any Proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

A separate Business Proposal and a Cost Proposal with accompanying Supplemental Schedules shall be submitted for each Service Area.

7.8 Business Proposal Format

7.8.1 IMPORTANT: Proposals must be submitted in the format described below, as to both sequence and content. Failure to comply with these provisions may, at the discretion of the DPSS Director or designee, result in disqualification of the proposal. The proposal should include specific details for each of the service area for which the Proposer is bidding:

7.8.1.1 Cover Page

7.8.1.2 Table of Contents

7.8.1.3 Proposer's Organization Questionnaire-Affidavit and Required Support Documents for Corporations and Limited Liability Companies (Business Proposal Section 1)

7.8.1.4 Executive Summary (Business Proposal Section 2)

7.8.1.5 Proposer's Qualifications (Business Proposal Section 3)

1. Proposer's Background and Experience
2. Proposer's References (Required Form D-2)
3. Proposer's List of Contracts (Required Form D-3)
4. Proposer's List of Terminated Contracts (Required Form D-4)
5. Proposer's Pending Litigation and Judgments
6. Proposer's Financial Capability

7.8.1.6 Proposer's Approach to Provide Required Services (Business Proposal Section 4)

1. Knowledge of Service Area
2. Relationships within the Community
3. Capacity to Serve GROW Populations
4. Innovative Job Readiness Training Curriculum

7.8.1.7 Methodology to Serve GROW participants (Business Proposal Section 5)

- 1 Customer Service Plan
- 2 Confidentiality
- 3 Facilities/Services Site(s)
- 4 Transition Plans

7.8.1.8 Proposer's Staffing Plan (Business Proposal Section 6)

- 1 Organization Structure in Providing Services
- 2 Bilingual, Culturally Sensitive Staff
3. Training of New Staff and Ongoing Training for Existing Staff
4. No Interruption of Services and Work Stoppage

7.8.1.9 Subcontractors or Partners (Business Proposal Section 7)

7.8.1.10 Proposer's Quality Control Plan (Business Proposal Section 8)

7.8.1.11 Terms and Conditions in the Sample Contract, and Requirements of the SOW: Acceptance of/or Exceptions to (Business Proposal Section 9)

7.8.1.12 Business Proposal Required Forms (Business Proposal Section 10)

7.8.1.13 Last Page of Proposal (Business Proposal Section 11)

7.8.2 Cover Page

The cover shall, at a minimum, identify the document as a proposal stating the exact name of the RFP, the GROW Service Area to be served, RFP Number, proposal submission date, and the Proposer's name. It must also identify the proposal as "Original," "Copy X of 4 or "CD of 2," as appropriate.

7.8.3 Table of Contents

List all material included in the Proposal. Include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

7.8.4 Proposer's Organization Questionnaire-Affidavit and Required Support Documentation (Business Proposal Section 1)

The Proposer shall complete, sign and date the Proposer's Organization Questionnaire-Affidavit, Form D-1 as set forth in Appendix D, Required Forms. **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.**

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the Proposal or at some later time, the County may, in its discretion, request additional documentation regarding the Proposer's business organization and authority of individuals to sign Contracts. In the event there are any changes to this form, Proposers shall immediately notify the County.

If the below referenced documents are not available at the time of Proposal submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

7.8.5 Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the Proposal:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation-organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

7.8.6 Limited Partnership:

The Proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

Additional Business Documents:

- 3) Resolution from agency's governing board (e.g., Board of Directors) authorizing the proposal and entering into the resulting contract with County. The Resolution shall include name of authorized person/official to sign proposal and contract.
- 4) Articles of Incorporation filed with the Secretary of State.
- 5) Internal Revenue Service (IRS) letter giving Tax Exempt Status (if applicable).
- 6) Copies of Fictitious Business Name Statement for all Doing-Business-As used by proposer.
- 7) Copies of Business Licenses.

7.8.7 Executive Summary (Business Proposal Section 2) – (Limited Two Pages)

Condense and highlight the contents of the Proposer's Business Proposal to provide DPSS with a broad understanding of the Proposer's approach, qualifications, experience, and staffing.

Proposers should place emphasis on how the proposed scope of work and approach will meet the primary objective of program services for the contract resulting from the RFP.

7.8.8 Proposer's Qualifications (Business Proposal Section 3)

Demonstrate that the Proposer's organization has the experience and financial capability to perform the required services. The following sections must be included:

7.8.8.1 Proposer's Background and Experience (Business Proposal Subsection 3.1) – (Limit 10 Pages)

Provide a summary of relevant background information to demonstrate that the Proposer meets the minimum mandatory qualification(s) stated in Section 3.0 of this RFP and has the capability to perform the required services as a corporation or other entity.

1. State the number of years of experience the Proposer has had in providing the required or substantially similar services. Proposer must explain how reported experience is substantially similar to the service requested in this RFP (Proposal Section 3.1.1).
2. Provide an explanation of required or substantially similar experience of **principal individuals** (e.g. executive management staff and contract managers), working under this Agreement, in the Proposer's organization. This experience must apply solely to the **principal individuals** and not for the firm making this proposal. (Proposal Section 3.1.2)
3. Provide the business office location within Los Angeles County that will have a responsible person to maintain all administrative records related to the Proposed Contract and financial reports that are required herein. The location of the office must meet the requirements outlined in RFP Section 3.0, Subsection 3.3, Minimum Mandatory Requirements. (Proposal Section 3.1.3)

7.8.8.2 Proposer's References (Business Proposal Subsection 3.2)

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms - Forms D-2 and D-3, Appendix D, Required Forms.

1. County may disqualify a Proposer as non-responsive and/or non-responsible if:
 - a. references fail to substantiate Proposer's description of the services provided; or

- b. references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
 - c. the Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.
2. The Proposer must complete and include the following Required Forms:
 - a. Prospective Contractor References, Appendix D, Required Forms, Form D-2. Proposer must provide a minimum five references where the same or similar scope of services was provided.
 - Do not include members of your governing Board or staff.
 - Do not include any members of the Board of Supervisors or their staff.
 - b. Proposer's List of Contracts
 - Prospective Contractor List of Contracts, Appendix D, Required Forms, Form D-3. The listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.
 - For County contracts, identify the contact person as the County's Contract Manager. This individual should be responsible for overseeing the day to day activities of a contract as well as responsible for inspections of any and all tasks, deliverables, goods, services, and other work provided by the proposer. Do not include names of Department Heads or Executive staff.
 - c. Proposer's List of Terminated Contracts
 - Prospective Contractor List of Terminated Contracts, Appendix D, Required Forms, Form D-4. Listing must include contracts terminated

within the past five years with a reason for termination.

- Do not include contracts that expired at the end of the contract term.

7.8.8.3 Proposer's Pending Litigation and Judgments (Business Proposal Subsection 3.3)

Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

7.8.8.4 Proposer's Financial Capability (Business Proposal Subsection 3.4)

Provide copies of the company's three most current fiscal years (for example 2013, 2014 and 2015) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of the statement may differ. For example, for a non-profit entity the Balance Sheet maybe referred to as the Statement of Change in Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

7.8.9 Proposer's Approach to Provide Required Services (Business Proposal Section 4)

Present a description of the methodology Proposer will use to meet Contract work requirements. Describe in detail how the services will be performed to meet the intent of the SOW.

7.8.9.1 Knowledge of the Service Area (Business Proposal Subsection 4.1) – (Limit 4 Pages)

Proposer shall explain in detail the Proposer's

knowledge of the Service Area that is to be served and the working relationships and mutual support Proposer has with the communities in the Service Area.

1. Describe Proposer's experience working in the Service Area.
2. Describe Proposer's knowledge of the cultural/linguistic needs of the Service Area.
 - a. Ethnic/cultural make up of Service Area.
 - b. What languages are spoken within the Service Area?
 - c. The languages in which service can be provided by the Proposer.
3. Describe Proposer's knowledge of industries, major employers, labor-force needs and economic opportunities in the Service Area.

7.8.9.2 Relationships within the Community (Business Proposal Subsection 4.2) – (Limit 4 Pages)

1. Describe Proposer's relationships with local employers (e.g., past recruitments, job placements, and/or collaboration).
2. Describe Proposer's history of networking with local businesses, trade/business associations, local governments.
3. Describe Proposer's knowledge of industry trends, What companies are leaving and/or coming into area? What industries are projecting job growth?
4. Describe Proposer's collaboration with WorkSource Centers/ One Stops, Regional Occupational Programs, adult schools, community based/faith based organizations and employment agencies (provide name of agency and contact information).

7.8.9.3 Capacity to Serve GROW Population (Business Proposal Subsection 4.3) – (Limit 6 Pages)

1. The successful Proposer will serve three different

GROW populations:

- a. Basic – first time participants with limited skills to conduct job search activities and for those with significant barriers to employment.
 - b. Refresher/Advanced – for returning participants who might be familiar with basic job-search skills but might need a refresher, and participants who recently became unemployed.
 - c. Youth – for the transition age youth population in GROW, ages 18-24.
2. For each of the three populations, describe the following:
- a. Proposer’s knowledge of the needs of the population.
 - b. Proposer’s past experience working with the population.
 - c. Proposer’s method of providing required services to address the needs of the population.

7.8.9.4 Job Readiness Training Curriculum (Business Proposal Subsection 4.4) – (Limit 15 Pages)

1. Proposer shall submit two innovative Job Readiness Training curricula. The first curriculum tailored for the Basic & Refresher/Advanced populations and the second curriculum tailored for the Transition Age Youth (TAY) population ranging from 18 to 24 years old.
2. Each curriculum must outline how Proposer will address the required key areas and core activities, as outlined in the SOW, for each of the two GROW populations.
3. Describe how each curriculum will support each of the four Participant outcomes:
 - a. Participants obtain employment.

- b. Participants acquire the skills and knowledge to search for and apply for jobs.
 - c. Participants establish and implement an individualized plan to find employment.
 - d. Participants acquire the soft skills to keep a job.
4. Proposer shall submit a detailed plan to assist Participants in structured job search activities. Plan shall include the following:
- a. Describe innovative job development strategies/plans to address the wide variation in Participant's job readiness.
 - b. Describe Proposer's approach to assist Participants with barriers and special needs with job search activities.
 - c. Describe how community relationships with employers will create job leads for Participants.
 - d. Describe how Participants will be taught to use social networking and internet to search and apply for employment.
 - e. Describe Proposer's use of technology for Participant job search efforts.
 - f. Describe how Participants will be taught to use their own technology such as smart phones and tablets for job search activities.

7.8.10 Methodology to Serve GROW Participants (Business Proposal Section 5) - (Limit 8 Pages)

Proposers shall describe:

7.8.10.1 Customer Service Plan (Business Proposal Subsection 5.1)

Proposer shall describe its plan for addressing GROW Participants' concerns and complaints regarding its provision of services and the performance of its employees.

7.8.10.2 Confidentiality (Business Proposal Subsection 5.2)

Proposers shall describe its plan for maintaining the confidentiality of the welfare case record information that will be revealed during the course of providing required services.

7.8.10.3 Facilities/Service Site(s) (Business Proposal Subsection 5.3)

1. For each non-County provided facility, Proposer shall provide details of its plan to provide site(s) that is within a five mile radius or 40 minute travel time by public transportation of each GR District office (listed in Technical Exhibit B-2 in Appendix B); that the facility/site, is compliant with the Americans with Disabilities Act; and the facility/site is conducive to provide GROW Job Services.
2. Proposer shall include a listing of bus/rail lines that are in close proximity to Contractor-provided facilities.
3. Proposer shall include Required Form 20, Contractor's Certification of Office Location (Appendix D, Required Forms, Form D-20).

7.8.10.4 Transition Plans (Business Proposal Subsection 5.4)

1. The first transition plan must explain the Proposer's specific implementation plans, including but not limited to, plans for assumption of services from the predecessor, to ensure high quality services effective with the first day of operation. The implementation plan shall include, but not limited to, staff recruitment, any acquisitions deemed appropriate by the Proposer and any non-County provided training.
2. The second transition plan must explain how services will be transitioned to another Contractor when the Contract ends. This plan must include a statement of cooperation should a transition to a new provider be necessary.

7.8.11 Proposer's Staffing Plan (Business Proposal Section 6)

Proposer must submit a staffing plan that is comprised of full-time employees, unless the Contractor can demonstrate to the County the necessity of part-time staff. If a staffing plan contains part-time employees, Contractor must submit written justification for the use of part-time staff.

The Proposer must provide a detailed staffing plan that will ensure full compliance with the contract's requirements and the Proposer's stated methodology of providing GROW Orientation and JRT. The plan must be supported by and consistent with the Proposer's line item budget and personnel schedule included in Cost Proposal, Line Item Budgets, as set forth in Appendix D, Required Forms, Form D-13 and D-14, and in the RFP Section 7.9, Cost Proposal.

7.8.11.1 Qualifications of Staff (Proposal Section 6.1) – (Limit 10 Pages)

1. The Proposer must identify and provide a resume for the **Contract Manager** who will be responsible for addressing staffing required service changes and monitoring this Contract. The Contract Manager will act as a liaison with DPSS and will be responsible for the overall management and coordination of this Contract. The Contract Manager's resume and all resumes noted below will include, at minimum, the following:
 - a. The current position and years with the firm, if applicable.
 - b. The academic background, covering all education at the high school level and above, including the name of the institution(s) and dates of attendance
 - c. The experience background, including the number of years of experience, position titles, and functions, while gaining experience in the provision of services to be delivered under the Contract.
 - d. The current business licenses, certifications or permits of personnel who will manage the Case Management Operations.

- e. Three relevant client references, including the contact person's name and current telephone and facsimile numbers.

The Contract Manager must meet the minimum mandatory requirements outlined in this RFP, Section 3.0, Proposer's Minimum Mandatory Requirements. If the Contract Manager is not yet hired, the Proposer must include with its proposal the complete job specifications for this position, including but not limited to the required number of years experience in the area of case management services, the minimum educational background, if any, and minimum management experience, if any. (Proposal Section 6.1.1).

2. Similarly, the Proposer is to provide a resume for the required **Back-Up Contract Manager** who will assume the Contract Manager's responsibilities in his/her absence. Include resumes with, at minimum, the criteria listed in this RFP Paragraph 7.8.11.1 above. If not yet hired, the Proposer must include with its proposal the complete job specifications for this position, including, but not limited to, the required number of years of experience in the area of case management services, the minimum educational background, if any and minimum management experience, if any. (Proposal Section 6.1.2)
3. Proposer's Management Staff Qualifications
The Proposer must include a list of main management personnel who will be assigned in a management capacity on any part of this project, how each will be utilized in the management of the required services. Include resumes with, at minimum, the criteria listed in RFP Section 7.8.11.1, above. (Proposal Subsection 6.1.3)
4. Proposer's Non-Management Staff Qualifications
The Proposer must include a complete list of all staff (by job classification/functional title, not by name); explain how the staff will be utilized to provide employment services.

Provide detailed job specifications for all positions. These positions include job developers, specialized supportive services workers, clerical support, and any

other administrative support personnel. (Proposal Section 6.1.4).

Proposers may elect to have staff assume multiple assignments (e.g., Job Developer/Facilitators). However, Proposers are cautioned that unless satisfactory justification is provided, the County's Evaluation Panel may not rate such an arrangement as feasible.

7.8.11.2 Organization Structure in Providing Services (Business Proposal Section 6.1) – (Limit 3 Pages)

Proposer must explain the organizational structure proposed in the Proposer's plan. This structure should include narrative explaining how it arrived at the structure, including what ratios were used in determining the number of supervisors to staff, clerical support to direct Participant services staff, administrator support to direct Participant staff, and any other applicable staffing ratios. The plan should also include an organizational chart. The chart shall include all staff listed in the Line Item Budget, Appendix D, Required Forms, Form D-13.

7.8.11.3 Bilingual, Culturally Sensitive Staff (Business Proposal Section 6.2) – (Limit 1 Page)

Proposer shall describe its plan to provide competent bilingual, culturally sensitive staff and how it will communicate with and conduct GROW Orientation and Job Readiness Training services for non-English and limited English speaking Participants. Proposer must include the process through which it will recruit qualified bilingual staff, and a description of how it will certify bilingual speakers.

At a minimum, Proposer shall demonstrate that its employees can conduct JRT sessions in the non-English languages needed for the Service Area. Refer to Technical Exhibit B-6 in Appendix B, which illustrates for which sites they are required.

7.8.11.4 Training of New Staff and Ongoing Training for Existing Staff (Business Proposal Section 6.3) – (Limit 2 Pages)

Proposer shall describe how it will ensure all staff receives training including, but not limited to training provided by County and training provided by Los Angeles County Office of Education (LACOE).

7.8.11.5 No Interruption of Services (Business Proposal Section 6.4) – (Limit 1 Page)

Proposer shall describe its plan for ensuring adequate, qualified back-up staff to ensure there will be no interruptions in providing GROW Job Services due to illness, vacation and other absences. The plan should also include how Proposer will provide Orientation and JRT sessions in the event of work stoppage.

7.8.12 Subcontractors or Partners (Business Proposal Section 7)

If this is not a single vendor proposal, Proposer shall clearly indicate the other company(ies) involved and the nature of its/their role. All applicable information for each company beyond the Prime Contractor, as outlined in Paragraph 7.8.4, herein must be submitted. A statement from all partners/subcontractors indicating their willingness to work with the Prime Contractor and the intent to sign a subcontract between/among the parties must be submitted over the signature of the person authorized to bind the subcontracting organization. All Subcontracts will be required for County review and the official record after the award of the Contract, if any. The role that the partner/subcontractor will play in providing GROW Services must be outlined in this section.

7.8.13 Proposer's Quality Control Plan (Business Proposal Section 8) – (Limit 3 Pages)

Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix A, SOW and Appendix B Technical Exhibit B-1 - Performance Requirements Summary Chart. The Plan shall address the Proposer's plan in meeting Participant outcomes (e.g. job placement rates).

The following factors may be included in the plan:

- Activities to be monitored to ensure compliance with all Contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any corrective action taken.

7.8.14 Terms and Conditions in Sample Contract, and Requirements of the SOW: Acceptance of/or Exceptions to (Business Proposal Section 9)

7.8.14.1 It is the duty of every Proposer to thoroughly review the Sample Contract and SOW to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the SOW. However, the Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

7.8.14.2 Section E of Proposer's response must include:

1. A statement offering the Proposer's acceptance of or exceptions to all terms and conditions listed in Appendix C, Sample Contract.
2. A statement offering the Proposer's acceptance of or exceptions to all requirements listed in Appendix A, Statement of Work; and

For each exception, the Proposer shall provide:

An explanation of the reason(s) for the exception;

The proposed alternative language; and

A description of the impact, if any, to the Proposer's price.

7.8.14.3 Indicate all exceptions to the Sample Contract and/or the SOW by providing a 'red-lined' version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

7.8.15 Business Proposal Required Forms (Section 10)

Proposal shall include all completed, signed, and dated forms identified in Appendix D - Required Forms.

Form D-1	Proposer's Organization Questionnaire/ Affidavit
Form D-2	Prospective Contractor Reference
Form D-3	Prospective Contractor List of Contracts
Form D-4	Prospective Contractor List of Terminated Contracts
Form D-5	Certification of No Conflict of Interest
Form D-6	Familiarity with the County Lobbyist Ordinance Certification
Form D-7	Request for Local SBE Preference Program Consideration and CBE Firm-Organization Information
Form D-8	Proposer's EEO Certification
Form D-9	Attestation of Willingness to Consider GAIN- GROW/REAS Participants
Form D-10	Contractor Employee Jury Service Program Certification Form and Application for Exception

(Forms 11–14	Cost Forms, shall be included in the Cost Proposal)
Form D-15	Charitable Contribution Certification
Form D-16	Transitional Job Opportunities Preference Application
Form D-17	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Form D-18	Request for Disabled Veteran Business Enterprise Preference Program Consideration
Form D-19	Five-Year Disclosure Summary
Form D-20	Contractors Certification of Office Locations

7.8.16 Last Page of Proposal (Business Proposal Section 11)

The last page of the Business Proposal must list names of all joint ventures, partners, subcontractors, or others having any right or interest in the contract or the proceeds thereof. The page must include the signature of the person authorized to bind the Proposer to the contract, as shown below:

Respectfully submitted,
 (Corporate Name)
 By: _____

(Signature)

Name: _____

Title: _____

Date: _____

Address: _____

City: _____

Telephone: _____

E-mail Address: _____

7.9 Cost Proposal Format

IMPORTANT: Proposals must be submitted in the format described below, both as to sequence and content. Failure to comply with these provisions may, at the sole discretion of the Director of DPSS or designee, result in disqualification of the proposal.

Cost Proposals are to be separated from the Business Proposal and sealed in an envelope, box, or other secured method. Sealed Cost Proposals may be included in the same box as the Business Proposals.

The Cost Proposal for each Service Area must contain cost detail and demonstrate that the proposed cost is realistically based on reasonable costs specific to the Contract. Therefore, the Proposer should strive to meet these objectives. Although the County has as its primary objective the successful placement of GROW Participants into unsubsidized, sustained employment with the ultimate goal of self-sufficiency, it is also an objective to engage in cost-effective endeavors to achieve potential savings.

Bid prices must be firm and fixed for the term of the Contract. Proposers shall use the format found in Appendix D, Required Forms, Form D-11, Required Bid Sheet; Appendix D, Required Forms, Form D-13, Budget Sheets and Budget Narrative; and Appendix D, Required Forms, Form D-14, Employee Monthly Benefits Sheet.

The content and sequence of the proposal must be as follows:

7.9.1 Cover Page

The cover may be hard or soft and shall, at a minimum, identify the document as a proposal stating the exact name of the RFP, the GROW Service Area, RFP Number, proposal submission date, and the Proposer's name. It must also be labeled as "Original" on the cover page. Copies must be labeled on the cover page as "Copy X of 4," or "CD 1 of 2", as appropriate.

7.9.2 Required Bid Sheet – Appendix D, Form D-11

- a. A Proposer may submit no more than three proposals but will not be awarded more than two Service Areas. A description of the Service Areas is contained in Appendix A, Technical Exhibit B-3.
- b. Price must be firm, fixed, and should reflect the costs of maintaining services for the designated GROW Service Area for the three year term of the Contract. The Orientation and JRT services will be a combined flat fee price which will equal the monthly contract amount.

7.9.3 Certification of Independent Price Determination and Acknowledgement of RFP Restrictions, Appendix D, Required Forms, Form D-12

This certification must be completed and submitted in this section of the Cost Proposal.

7.9.4 Budget Sheets– Appendix D, Form D-13 and Form D-14

- a. A line item budget for providing Orientation at GROW district offices and JRT at County provided sites and/or Contractor provided sites within the Service Area, as described in Subsection 1.1.
- b. The proposed budget must be accurate estimated amounts to cover the Service Area's estimated Participant caseload, direct expenses for required services and administrative requirements of the Contract.
- c. A Personnel Schedule and Employee Benefits worksheet must be completed and submitted in this section of the Cost Proposal.
- d. **Budget Narrative**
The budget must include a narrative providing a thorough and clear explanation of all projected line item budget costs. The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. The budget and budget narrative will be made a part of the Contract with the selected Proposer.
- e. Subcontractor costs detail for any subcontracting services (if applicable).
- f. An Electronic Data Process (EDP) Equipment listing must include the cost of the equipment which must be reasonable and necessary for proper and efficient performance of the contract. A justification summary for the EDP Equipment must be completed to ensure that the requested equipment is necessary to perform the requirements of the SOW.

7.9.5 Supplemental Schedule

County's needs, availability of funds and the cost of space, may determine whether County can provide space for JRT services at County facilities. Therefore, Proposers are required to submit

Supplemental Schedule(s) for costs associated with certain GROW sites. The County presently provides space for JRT at the following DPSS JRT site listed in the chart below.

SERVICE AREA	COUNTY PROVIDES JRT SPACE	SUPPLEMENTAL SCHEDULE REQUIRED
1	Metro East	√
2	Metro Special	√
3	None	No
4	Southwest Special	√
	South Central	√
5	None	No
6	None	No

The Supplemental Schedule shall include all additional costs for providing JRT sessions at a Contractor provided space. Additional costs may include, but are not limited to, rent, receptionist, furniture and equipment such as computers, printers, fax machines, photocopier, television, DVD player. Do not include the costs for JRT class facilitators, instructional materials, supervision, as these costs are included in the Bid Sheet (Form D-11).

7.10 Firm Offer-Withdrawal of Proposal

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

7.11 Proposal Submission

Proposals for each service are to be submitted in separate sealed packages.

The original Business Proposal must be typewritten using Century Gothic print, font size 12, on 8 ½” by 11” white paper, and submitted in a three-ring binder separated by labeled dividers. No erasures are permitted.

Mistakes shall be crossed out and corrections printed, dated and initialed. Four hard copies, and two electronic copies on two CDs, containing files in Adobe Acrobat 7.0 Professional format, shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name, address, and phone number of the Proposer and bear the words:

**"BUSINESS PROPOSAL FOR GROW JOB SERVICES RFP #16-03
FOR SERVICE AREA _____"**

The original Cost Proposal and four copies must be submitted in a separate sealed package, plainly marked in the upper left-hand corner with the name, address, and phone number of the Proposer and bear the words:

**"COST PROPOSAL FOR
&
SUPPLEMENTAL SCHEDULES
FOR GROW JOB SERVICES RFP #16-03 FOR SERVICE AREA _____"**

The Proposal(s) shall be delivered or mailed to:

Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South – East Annex, 2nd Floor
City of Industry, CA 91746-3411
Attn: Angelica Vicente

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed in paragraph 2.3, RFP Timetable, will not be accepted and returned to the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All proposals shall be firm offers and may not be withdrawn for a period of 365 days following the last day to submit proposals.

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

8.0 SELECTION PROCESS AND EVALUATION CRITERIA

8.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal no later than 12:00 P.M. local time on June 2, 2016.

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor. All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. The County may also, at its option, invite Proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

After a prospective Contractor has been selected, the County and the prospective Contractor(s) will negotiate a Contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.

The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the prospective Contractor.

The County retains the right to select a Proposal other than the Proposal receiving the highest number of points if County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

8.2 Adherence to Minimum Requirements (Pass-Fail)

County shall review the Proposer's Organization Questionnaire-Affidavit, Form D-1 of Appendix D, Required Forms, and determine if the Proposer meets the minimum mandatory qualifications as outlined in Section 3.0 of this RFP.

Failure of the Proposer to comply with the minimum mandatory qualifications may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

8.3 Disqualification Review

A proposal may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing. Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

Proposer can also be disqualified for non-responsibility –Subsection 5.8.

8.4 Business Proposal Evaluation and Criteria (75%)

Any reviews conducted during the evaluation of the proposal may result in a point reduction.

8.4.1 Proposer's Qualifications (Business Proposal Section 3) (25%)

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Section 3.1 of the proposal.

A. Background and Experience (15%)

Proposer will be evaluated on its documented experience in

providing the same or similar services as described in the RFP, and on the proposer's relationship with the community. This will include:

- Proposer's experience in providing the required services
- Proposer's experience in working with General Relief Participants.

Proposer will be evaluated on the verification of references provided in Section 3.2 of the proposal. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions.

B. Financial Capability (10%)

Proposer will be evaluated on the Proposal's financial capability to perform the required services for the term of the contract provided in Section 3.4. A review will be conducted of Proposer's Financial Statements.

A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Section 3.3 of the proposal.

8.4.2 Proposer's Approach to Providing Required Services (Business Proposal Section 4) - (30%)

The Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Appendix A, SOW of the RFP.

- A.** Knowledge of Service Area
- B.** Relationship with the Community
- C.** Capacity to Serve the GROW population
- D.** JRT curriculum

8.4.3 Methodology to Serve GROW Participants (Business Proposal Section 5) – (5%)

- A. Customer Service Plan
- B. Confidentiality
- C. Facilities/Service Site(s)
- D. Transition Plans

8.4.4 Proposer's Staffing Plan (Business Proposal Section 6) –(10%)

Proposers will be evaluated on the experience of its staff provided in Business Proposal Section 6.

Proposer's Staffing Plan will be evaluated on whether Proposer will ensure: full compliance with the contract's requirements; compliance with Appendix A, Statement of Work; and compliance with the Proposal's stated methodology of providing Orientation and JRT Services;

- A. Proposed budget gives an accurate estimated amount to cover the cost.
- B. Competent bilingual and culturally sensitive staff.
- C. Staff are qualified and trained.
- D. Adequate, qualified back-up staff to ensure no interruption in service.

Proposer's budget gives an accurate and reasonable amount to cover the Service Area, including the staffing plan for the estimated caseload, direct expenses required to provide services, and contract administration.

8.4.5 Quality Control Plan (Business Proposal Section 8) - (5%)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Contract are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on the information provided in the Business Proposal Section 8.

8.4.6 Exceptions to Terms and Conditions of Sample Contract and or Requirements of the Statement of Work (Business Proposal Section 9)

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in the Sample Contract, Appendix C, and the Requirements of the SOW outlined in the SOW, Appendix A as stated in Section 9 of the proposal. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

County contracts contain certain clauses that require particular attention because they alert Proposers to requirements which are specific to public sector business dealings. It is the duty of every Proposer to review of the Standard Terms and Conditions listed in the Appendix C, Sample Contract, Appendix A, SOW and Appendix B, Technical Exhibits of this RFP. Proposers are to declare their acceptance of these terms; or indicate if there are any exceptions to the terms and conditions. Any and all exceptions to the Appendix C, Sample Contract, Appendix A, SOW and Appendix B, Technical Exhibits must be set forth in detail in one place in the proposal, together with reasons, proposed alternative language, and reduction, if any, of the Proposer's price, should the County accept alternative language.

Proposer's bid, (as indicated in Appendix D, Form D-11 of the Cost Proposal) shall be based on the Sample Contract (Appendix C) and the SOW (Appendix A), as set forth in the RFP.

County relies on this procedure and any Proposer who fails to make timely exceptions as required herein at County's sole discretion may be barred from later making those exceptions. County may deduct 50 overall points, **per exception**, from any proposal that takes exemption to a contract provision/requirement. Deductions for taking exceptions will not exceed 10 percent of the total possible points for the Business Proposal. Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a Contract.

Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a Contract.

8.5 Cost Proposal Evaluation Criteria (25%)

The maximum number of possible points will be awarded to the lowest cost Fixed Monthly Rate (Form D-11, Bid Sheet). All other proposals will be compared to the lowest cost and points awarded accordingly. The fixed monthly rate from the Supplemental Schedule(s) may be combined with the fixed monthly rate from Form D-11, Bid Sheet to determine the total monthly fee should the County require Proposers to provide all JRT space for the Service Area.

However, should one or more of the Proposers request and be granted the Local SBE Preference, Transitional Job Opportunities Preference or the DVBE Preference the cost component points will be determined as follows:

Local SBE Preference: Eight percent (8%) of the lowest cost proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the Cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

Transitional Job Opportunities Preference: Eight percent (8%) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

Disabled Veteran Business Enterprise Preference: Eight percent (8%) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the DVBE Preference up to the maximum of \$50,000.

In no case shall any Preference be combined to exceed eight percent (8%) in response to any County solicitation.

8.6 Intentionally Omitted

8.7 Department's Proposed Contractor Selection Review

8.7.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be

denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 8.7.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

8.7.2 Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.

- ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by State or federal law; and
- 4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (See Section 8.8 below).

8.8 County Independent Review Process

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a County Independent Review is a Proposer;
2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 8.7.2 above.

Upon completion of the County Independent Review, ISD will forward the report to the Department, which will provide a copy to the Proposer.

**APPENDIX A
STATEMENT OF WORK
TABLE OF CONTENTS**

SECTION	PAGE
PREAMBLE	
1.0 SCOPE OF WORK.....	
2.0 CHANGE OF GROW SITE(S).....	
3.0 CONTRACTOR QUALITY CONTROL PLAN.....	
4.0 QUALITY ASSURANCE PLAN	
4.1 Regular Meetings..	
4.2 Performance Evaluation Meetings	
4.3 Contract Discrepancy Reports.....	
4.4 Quality Assurance Monitoring Plan.....	
4.5 Government Observations.....	
5.0 DEFINITIONS.....	
6.0 RESPONSIBILITIES.....	
6.1 County Furnished Items	
6.2 Contractor Furnished Items	
6.3 Computer and Equipment Inventory Maintenance	
6.4 Record Keeping.....	
6.5 Transportation Allowance	
6.6 Contractor Management Services	
7.0 SPECIFIC TASKS.....	
7.1 Orientation.....	
7.2 Job Readiness Training/Job Readiness Training for Youth.....	
7.3 Job Development Services	
7.4 Job Readiness Training Sites	
7.5 Reporting.....	
7.6 Civil Rights Complaints Procedures.....	
8.0 PERFORMANCE MEASURES.....	
8.1 Job Placement Rates.....	
8.2 Job Readiness Rates	
8.3 Participant Enrollment Rates	

8.4 Fiscal Penalties.....

9.0 PERFORMANCE REQUIREMENT SUMMARY.....

9.1 Introduction.....

9.2 Performance Requirements Summary Chart.....

9.3 Monitoring.....

9.4 Measurable Outcomes

9.5 Performance Measures

9.6 Contract Discrepancy Report.....

9.7 Criteria for Acceptable or Unacceptable Performance

9.8 Remedy of Defects.....

9.9 Unsatisfactory Performance Remedies.....

10.0 HOURS/DAYS OF WORK.....

TECHNICAL EXHIBITS

Technical Exhibit B-1	Performance Requirements Summary Chart and CDR.....
Technical Exhibit B-2	GR District Offices and DPSS GROW Offices Explanation of GR District Offices Boundaries
Technical Exhibit B-3	GROW Service Area and Projected Caseloads
Technical Exhibit B-4	Average JRT Participation in FY 2014-2015
Technical Exhibit B-5	Orientation and Job Readiness Training Schedule
Technical Exhibit B-6	Literacy Screening Tool
Technical Exhibit B-7	GROW Participant Orientation Evaluation
Technical Exhibit B-8	Job Readiness Training Evaluation.....
Technical Exhibit B-9	Dress for Success Guide and Agreement
Technical Exhibit B-10	Job Readiness Participation Agreement
Technical Exhibit B-11	GROW Participant Profile/Employment Questionnaire
Technical Exhibit B-12	Job Search/Job Retention Test and Score Sheet
Technical Exhibit B-13	GROW Welfare-to-Work Plan Activity Assignment
Technical Exhibit B-14	GROW Orientation Attendance Sheet for Participants Served
Technical Exhibit B-15	GROW Job Readiness Training Classes Weekly Attendance Sheet for Participants Served
Technical Exhibit B-16	GROW Verification of Employment Request.....
Technical Exhibit B-17	GROW Job Services Monthly Management Report
Technical Exhibit B-18	GROW Certificate of Completion
Technical Exhibit B-19	Civil Rights Resolution Agreement Requirements and Forms.....
Technical Exhibit B-20	Employment and Training Participant List.....

PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals, and performance outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: **1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.**

These shared values are encompassed in the County Strategic Plan's Goals: **1) Operational Effectiveness/Fiscal Sustainability; 2) Community Support and Responsiveness; 3) Integrated Services Delivery.** Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

APPENDIX A STATEMENT OF WORK

1.0 Scope of Work

The general statement of work is to provide employment preparation, job search, job development, and orientation services to General Relief (GR) participants in the General Relief Opportunities for Work (GROW) Program. The goal being to motivate the GROW participants to remain engaged in these services to achieve self-sufficiency through employment.

2.0 Change of GROW Site(s)

- 2.1 Shall provide facilities for orientation and Job Readiness (JRT)/Job Readiness Training for Youth (JRY) as listed Contractor under this SOW, Section 6.0 Responsibilities.
- 2.2 Contractor shall notify County in writing at least 90 days prior if Contractor is to add or remove any facility that provides services. Such changes shall be by Amendment as stipulated in Contract Subsection 8.1 Amendments.

Note: If the Contractor requests to move or relocate County-provided GROW equipment, once installed, subsequent moves or relocation shall be at Contractor's expense.

- 2.3 Contractor shall inform the CCA, within one business day after any change occurs in the data specified below. The following information shall be included, but not limited to, in the Leader Replacement System (LRS) inventory:
 - a. Name of Orientation/JRT/JRY site;
 - b. Orientation/JRT/JRY site address;
 - c. Contractor's contact person and his/her telephone number;
 - d. Language capabilities available;
 - e. Services offered, e.g., Orientation or JRT/JRY activity; and
 - f. Specialized services, if any.

3.0 Contractor Quality Control Plan

- 3.1 Contractor shall create, establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of product quality and service throughout the term of this Contract.
- 3.2 The Plan, which is subject to approval or rejection by County, shall be submitted to the CCA on the Contract start date. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.
- 3.3 The Plan shall include, but not be limited to, the following:

- 3.3.1 Method for assuring that professional staff rendering services under this Contract has qualifying experience;
- 3.3.2 Method of monitoring to ensure that Contract requirements are being met;
- 3.3.3 Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- 3.3.4 A written report by the Contractor documenting the resolution of a problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the County upon request;
- 3.3.5 Method for monitoring subcontractors, if any, for compliance and quality of services; and
- 3.3.6 Data collection and monitoring systems to ensure that services are equitable for all GROW participants including those who are immigrants, refugee, and limited-English proficient.

4.0 Quality Assurance Plan

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.15, County's Quality Assurance Plan.

4.1 Regular Meetings

Contractor shall meet with County on a regular basis to discuss tasks identified in this Statement of Work and/or other concerns as needed. Either County or Contractor may request such a meeting with five (5) work days notice. Notice may be waived with agreement of both parties.

4.2 Performance Evaluation Meetings

4.2.1 County and the Contractor's Manager shall jointly hold Performance Evaluation Meetings as often as deemed necessary by County. However, if a Contract Discrepancy Report (CDR), (Technical Exhibit B-1A) is issued, at the discretion of the CCA, a meeting shall be held within five business days, at a mutually agreed upon time and place, to discuss the problem.

4.2.2 The CCA shall prepare the minutes of the Performance Evaluation Meeting that shall include any action items from the meeting. The Contractor's Manager and CCA shall sign the minutes. Should the Contractor's Manager not concur with the action items, he/she shall submit a written statement to the CCA within 10 business days from the date of receipt of the signed action items.

4.2.3 The Contractor's Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the Director will be final.

4.2.4 Upon advance notice, either the County or Contractor may make an auditory recording of the meeting.

4.3 Contract Discrepancy Reports (CDR's)

4.3.1 Verbal notification of a contract discrepancy will be made to the Contractor's Manager or designee, as soon as possible, whenever a contract discrepancy is identified. The Contractor's Manager shall resolve the problem within a reasonable time period mutually agreed upon by the County and the Contractor.

4.3.2 The CCA will determine whether a formal CDR shall be issued. Upon receipt of a CDR, the Contractor is required to respond in writing to the CCA within five business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a timetable, for correction of all deficiencies identified in the CDR shall be submitted to the CCA within 10 business days.

4.4 Quality Assurance Monitoring Plan (QAMP)

The QAMP is part of the Quality Assurance Plan. It will be developed by the County, specifically for this Contract, to monitor compliance with the Contract.

4.5 Government Observations

Federal, State and/or County personnel, in addition to County contract staff, may observe performance activities, or review documents required by this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor's performance.

5.0 Definitions

Definitions to this SOW are contained in Section 2.0, Definitions, of the Contract.

6.0 Responsibilities

The County's and the Contractor's responsibilities are as follows:

6.1 County Furnished Items

All County provided items are provided by the County for the duration of the Contract only, and solely for the performance of the Contract. The County shall provide no materials, equipment, and/or services necessary to perform GROW Job Services, except as identified below.

6.1.1 Facilities

County shall provide necessary space to conduct Orientation.

6.1.2 Services

County shall provide the necessary security personnel at all GROW offices including Contractor-provided JRT/JRY sites. Questions and issues regarding security personnel should be directed to CCA and CCA will notify County's Property and Emergency Management Services. Refer to Exhibit E – Contract Administration - County.

6.1.3 Training

6.1.3.1 County shall have Los Angeles Office of Education (LACOE) staff provide training on the GROW Orientation curriculum to Contractor employees who work directly with GROW participants any time a new staff member is hired.

County shall ensure that LACOE's training is scheduled so as not to interfere or adversely affect Contractor's delivery of the Contract services.

6.1.3.2 GROW computer program system/LRS training will be instructor led by a GROW program representative or will be web-based.

6.1.3.3 County shall arrange for the Civil Rights biennial training of Contractor staff either by direct training by County trainers or through a train-the-trainer program as agreed upon by County and Contractor.

6.1.3.4 County may provide Contractor with other training as deemed necessary by County.

6.1.3.5 Use State and County-translated materials.

6.1.4 Equipment and Supplies

6.1.4.1 County shall furnish equipment necessary to perform Orientation services required by this Contract at County sites. Furnished equipment includes, but is not limited to: computer workstation, printer, fax machine, photocopier, television, and DVD player.

6.1.4.2 For County-provided JRT/JRY sites, County shall provide equipment necessary to perform JRT/JRY services, as determined by the County. County shall provide Internet access at County-provided JRT/JRY sites.

6.1.5 Materials

County shall supply the following materials through its contract with the LACOE:

6.1.5.1 GROW Orientation Curriculum and any revisions or updates;

6.1.5.2 Related materials, e.g. handouts, etc., at start-up and ongoing as needed, and any revisions or updates;

County shall supply the following materials:

6.1.5.3 A copy-ready sample of the Targeted Job Tax Credit, Earned Income Tax Credit forms;

6.1.5.4 All mandated pamphlets and posters;

6.1.5.5 A supply of Civil Rights complaint forms;

The form may also be obtained from the following website: <http://www.ladpss.org/dpss/civilrights/forms.cfm>. If the website is unavailable, Contractor may contact the County's Civil Rights Hotline number at (562) 908-8501 to request the form.

6.1.5.6 Upon request, DPSS Operations Handbook, Section 21 on Civil Rights Program;

6.1.5.7 A list of County-observed holidays; and

6.1.5.8 Literacy Screening Tool.

6.1.6 Virtual Private Network (VPN)

6.1.6.1 County shall issue VPN access to be used on hardware provided by the Contractor and each subcontractor (if

applicable) at Contractor or County sites. Upon termination of this Contract or at County's request, County shall terminate VPN access for Contractor and subcontractor staff.

6.1.6.2 Each Contractor staff must complete the County of Los Angeles Downey Data Center Registration form and standard security County Agreement for Acceptable Use and Confidentiality of County's Information Technology Assets, Computers Networks, Systems (security agreement) and Data to receive VPN access. The security agreement does not allow sharing of the VPN access. It is Contractor's responsibility to ensure that each user accessing County GROW/LRS system signs and complies with the security agreement.

6.1.6.3 Contractor shall notify County when user is no longer working under the Contract in order to deactivate accounts and return VPN token.

6.1.6.4 Any expired VPN access must be reported immediately to the DPSS help desk at (562) 623-2000. County will reactivate VPN access upon completion and submission of a new County of Los Angeles Downey Data Center Registration form to the County's CCA.

6.1.7 Information Technology (IT)

The County shall provide, or cause to provide, at no cost to Contractor, the following Information Technology:

6.1.7.1 Corresponding User Policy and Agreement forms to ensure the systems are safeguarded against misuse.

6.1.7.2 Necessary service and upkeep on computer system(s).

6.1.7.3 Any additional IT resource deemed necessary by the County.

6.1.8 Review of Inventory

County staff shall conduct periodic inventories of GROW equipment throughout the term of this Contract to meet County inventory control requirements. Contractor shall report to the CCA, immediately upon discovery, of the loss or damaged of any equipment.

6.2 Contractor Furnished Items

6.2.1 Facilities

For Contractor provided GROW sites, the Contractor shall provide necessary space to conduct JRT/JRY services as designated in Subsection 7.4. The JRT/JRY sites must have classroom space that can accommodate a minimum of 25 participants per classroom. The sites should also have enough space for a Resource Center and a Clothes Boutique. The Resource Center shall have sufficient computer equipment available for at least 20-25 participants to conduct their job search activity. Contractor shall obtain DPSS approval prior to leasing any facility.

6.2.1.1 Contractor-provided JRT/JRY sites shall be within a five-mile radius or 40 minute travel time by public transportation of the GR district and GROW office (Refer to Appendix B, Technical Exhibit B-2 for locations).

6.2.1.2 Contractor shall provide no-cost parking space for County-designated staff and GROW participants at the Contractor-provided sites.

6.2.2 Staffing

Contractor shall provide sufficient professional, experienced, and bilingually competent staff to administer the GROW Job Services to the County's GR populations.

6.2.2.1 Contractor shall provide County with standards used to certify fluency of staff providing services in languages other than English.

Contractor shall ensure that the GROW Orientation and JRT/JRY are conducted and facilitated by persons qualified by education and experience by meeting the following minimum qualifications:

- a. Must have an Associates of Arts Degree from an accredited college in liberal arts, business administration, social science, political science, economics, human resources, communications or closely related field; and
- b. Must have one year of experience in delivering and facilitating employment/education/ training/job development services, or services substantially

similar to the services described in the Statement of Requirements.

- 6.2.2.2 Contractor shall ensure training is provided to new Contractor staff and any necessary ongoing training is provided to current staff on the GROW Job Services.
- 6.2.2.3 Contractor shall ensure key management staff is available to contact, and when there is a vacancy, permanent replacement is made within 15 days.
- 6.2.2.4 Contractor shall maintain a participant to JRT/JRY facilitator ratio no greater than 30:1 for each JRT/JRY session.
- 6.2.2.5 Contractor shall have a staffing plan to ensure uninterrupted delivery of GROW Job Services during a staff reduction situation, illness and/or vacation. Back-up staff shall be available within one hour, and when there is a vacancy, permanent replacements shall be made within 30 days.
- 6.2.2.6 Contractor shall have by the start of the Contract, a Contractor's Manager with: Option (1) a bachelor's degree in a related field (e.g., social work, public administration, psychology) with two years experience providing Job Services, or services substantially similar to the services required in Appendix A - SOW, OR Option (2) a minimum of three years experience providing Job Services, or services substantially similar to the services required in Appendix A - SOW.
- 6.2.2.7 Contractor shall notify County in writing of any change in the name or address of the Contractor's Manager within 10 calendar days and resubmit a completed Exhibit F – Contractor's Administration.

6.2.3 Equipment/Supplies/Materials

- 6.2.3.1 Contractor shall provide necessary space, furniture, utilities, telephones and computer equipment necessary to conduct JRT/JRY at the Contractor-provided sites.
- 6.2.3.2 Contractor shall provide Contractor staff and participants with internet access at Contractor-provided JRT/JRY sites.

- 6.2.3.3 Upon termination of this Contract, all Contractor-furnished equipment and materials, including curriculum, purchased with County funds shall become property of the County.
- 6.2.3.4 Contractor shall provide all supplies that are necessary to perform the services required by the Contract.
- 6.2.3.5 Contractor shall furnish an immobile security-lock safe for transportation tokens/passes for all JRT/JRY sites, including County-provided sites.
- 6.2.3.6 Contractor staff shall not share any DPSS Internet accounts with any other persons. GROW participants may only access the Internet at the locations via County or Contractor's equipment for GROW program activities.
- 6.2.3.7 Contractor shall develop and provide Participants with a Job Readiness/Job Search Preparation Guidebook which contains interview tips, sample resumes, practice application, Job Search Log, etc.
- 6.2.3.8 Contractor shall develop an Employer Contact list/ Job Search Log which contains date and time participant applied for the job, name and address of employer, contact person, and action taken by Participant (interviewed, submitted resume, hired, call back, etc.)
- 6.2.3.9 Contractor shall document participant's counseling by the Contractor and track participant's job search progress. The Contractor's documentation must be filed in the Participant's case file.
- 6.2.3.10 Contractor shall develop a Master Application with the same information requested in a job application for the participants to complete.
- 6.2.3.11 Contractor shall provide a Certificate of Completion (Appendix B, Technical Exhibit B-18) to each participant completing JRT/JRY.

6.2.4 Automated Computer Systems

Contractor shall access LRS at Contractor-provided sites using their own computer and Internet access via the County VPN technology. This requires a VPN access and LRS password. County's ITD will install a Unisys Graphical Interface, a small (20 megabytes) software program which interfaces the designated computer to the LRS system.

- 6.2.4.1 Each Contractor staff must complete the County of Los Angeles Downey Data Center Registration Form and standard security County Agreement for Acceptable Use and Confidentiality of County's Information Technology Assets, Computers Networks, Systems (security agreement) and Data to receive VPN access. The security agreement does not allow sharing of the VPN access. It is Contractor's responsibility to ensure that each user accessing LRS sign and comply with the security agreement. Contractor shall notify County when user is no longer working under the Contract in order to deactivate accounts.
- 6.2.4.2 Any expired or deactivated VPN access must be reported immediately to the County's CCA and the DPSS help desk at (562) 623-2000. County will reissue VPN access upon completion and submission of a new County of Los Angeles Downey Data Center Registration form to the County's CCA.
- 6.2.4.3 County shall provide one computer workstation and one printer, and the necessary transmission line at County-provided sites to provide access to LRS.
- 6.2.4.4 Each Contractor staff responsible for accessing LRS/MAPPER must request a LRS password and complete and adhere to the user LRS Security Agreement.
- 6.2.4.5 County shall provide maintenance, repair and/or replacement due to normal wear and tear of all County-furnished equipment.
- 6.2.4.6 Contractor shall be responsible for the repair and replacement costs for all County-furnished equipment that is damaged due to the Contractor's abuse or negligence as determined by County.
- 6.2.4.7 Contractor shall not install software or screen savers on County-provided computer workstations. Any installation, removal or reinstallation of required software and movement of equipment shall be made by County-managed technicians. Requests for these services shall be made to the CCA. Contractor shall bear the expense of any service calls required due to Contractor's staff modifying the configuration of software on the computer workstations.

6.2.5 Standard Technical Requirements

6.2.5.1 Minimum Computer Requirements:

- Computer Processor – Intel core I5 Processor or higher (6mb, 3.2ghz)
- Memory – 4GB of RAM or higher
- Hard disk – Internal 250GB SATA 6.0gb/S and 8mb Data Burst Cache equivalent or bigger drivers
- Display – 1024 x768 screen resolution or higher
- Network Interface Card – Integrated Network Interface Card or 802,11ac 2.4/5 GHz wireless adaptor or higher

6.2.5.2 Operation System & Software Requirements:

- Operating System – Windows 7 (64Bit) SP1 or higher
- Security Update and Patches – Must be kept current to the latest releases
- Anti-Virus Software – Latest version of McAfee or equivalent Anti-Virus software with latest definition (.dat) files update
- Pulse Secure Host Client – Latest version of SSLVPN
- Browser – Internet Explorer 11 or equivalent
- Adobe Acrobat Reader – Acrobat Reader XI
- Microsoft Office – MS Office or newer
- Encryption Software – Enable Full Disc Encryption with Microsoft Window BitLocker or equivalent encryption solution

6.2.5.3 Minimum internet bandwidth at 10 Mbps or higher for download/upload. Bandwidth must be increased accordingly based on the system access needs and number of concurrent users at each site.

6.3 Computer and Equipment Inventory Maintenance

6.3.1 Equipment, Supplies & Office Furniture Inventory

Contractor shall establish and maintain a computerized inventory of all County-furnished office furniture, equipment and supplies as well as Contractor-purchased equipment for this Contract for each Orientation and JRT/JRY site and at both County and non-County sites. The inventory shall be provided to the CCA on a quarterly basis or within one business day after any change occurs. Upon expiration or termination of this Contract, all Contractor-furnished equipment, supplies and office furniture purchased with County funds

shall become County property.

6.3.2 Security for Equipment

Contractor shall ensure that the GROW computer equipment is secure and confidentiality is maintained.

County will be responsible for locking down County-provided hardware equipment and security measures must be approved by County's ITD staff.

6.4 Record Keeping

6.4.1 Contractor shall maintain a case file relating to each GROW participant who starts JRT/JRY. The records shall be kept in a folder, identifiable by GROW Participant name and case number. The record shall contain all Participant related information and work completed throughout JRT/JRY. Additionally, the record shall contain the following forms:

JRT/JRY Forms

- ABP 1463 Welfare-to-Work Plan Activity Agreement (Appendix B, Technical Exhibit B-13)
- Job Readiness Training Participation Agreement (Appendix B, Technical Exhibit B-10)
- Dress for Success Guide & Agreement (Appendix B, Technical Exhibit B-9)
- Career Goal Plan
- Participant Profile/Employment Questionnaire (Appendix B, Technical Exhibit B-11)
- Master Application
- Master Resume
- Employers Contact List/Job Search Log
- Verification of Employment Request (Appendix B, Technical Exhibit B-16)
- Job Readiness Training Evaluation Form (Appendix B, Technical Exhibit B-8)
- Job Search/Job Retention Test (Appendix B, Technical Exhibit B-12)
- GROW Certificate of Completion (Appendix B, Technical Exhibit B-18)
- Other forms specified by the County

- 6.4.2 Contractor shall maintain all records at a central facility for five years after the termination of this Contract or until all audits started during the Contract period or within five years of expiration or termination of the Contract, are completed and settled, whichever is later.
- 6.4.3 Contractor shall maintain the confidentiality of GROW participants' records. At a minimum, Contractor shall maintain files in locked drawers and cabinets at the Orientation and JRT/JRY sites, and Contractor headquarters.

6.5 Transportation Allowance

County shall provide transportation allowance procedures to Contractor

Contractor shall issue transportation to eligible Orientation and JRT/JRY participants. Transportation allowances for GROW participants will be given in the form of bus tokens and weekly Tap Cards/bus passes. The County's Fiscal Operations Division will be responsible for the control and distribution of monthly bus passes and bus tokens to each of the GROW Job Services Contractors.

- 6.5.1 Contractor shall maintain all applicable logs and forms related to transportation (Bus Passes/Tap Cards and Bus Tokens) issuances, replenishments.
- 6.5.2 Contractor shall assign an administrative staff to receive and control the distribution of monthly Bus Passes/Tap Cards and bus tokens at each GROW Site within the Service Area.
- 6.5.3 Contractor's staff shall complete a "Custodian Authorization" form. This form shall be updated annually or whenever there is a change in the designated staff.
- 6.5.4 Contractor shall ensure that the monthly transportation allowance is kept in an immobile security-lock safe, and the safe is in a secured area in the GROW or Contractor site.
- 6.5.5 When bus tokens are issued to a GROW participant, the participant must sign a PA 904 "Bus Token Issuance Receipt." The Contractor's designated staff shall complete a PA 200 "Reimbursement Request" to replace the number of tokens/passes/tap cards that were distributed to participants.
- 6.5.6 Every Friday, the Contractor shall count the inventory of tokens and weekly passes/Tap cards on hand, the issuance receipts on hand, and the reimbursement request in transit. The inventory shall equal the total bus tokens and weekly bus passes originally issued to the Contractor, and must be maintained throughout the Contract term and for the record retention period described in Contract,

Subsection 8.38. After completing the inventory count, the Contractor shall complete the PA 44 "County Cashier Report".

6.5.7 Every Wednesday, the County messenger will pick up the previous week's County Cashier Report and deliver the previous week's requested token and passes.

6.6 Contractor Management Services

Contractor shall provide all Contract management services necessary for provision of the GROW Job Services. Contractor's management services shall include, but are not limited to:

6.6.1 Planning, coordinating, implementing, and monitoring of GROW Program service delivery.

6.6.2 Ensuring verbal instructions and Contractor-developed materials are in the languages required by County. Ensuring translated materials are accurately translated by providing County with its methodology for certification.

6.6.3 Ensuring that all required posters and materials are posted in Contractor's sites as directed by County, and are accessible to GROW Participants.

6.6.4 Ensuring that Contractor meets with County on a regular basis to discuss programmatic issues, general procedural issues, and general concerns as needed. Either County or Contractor may request such a meeting.

6.6.5 Ensuring Contractor addresses Participant concerns and complaints regarding the provision of services and the performance of its employees.

7.0 SPECIFIC TASKS

7.1 Orientation

The Contractor shall conduct daily Orientation sessions in a classroom format; morning and afternoon, between the hours of 8:00 a.m. to 5:00 p.m. at County provided sites. The duration of the Orientation sessions shall be one to two hours in length depending on the need and volume of participant referrals for each office. The two-hour sessions shall be provided up to twice daily, morning and afternoon. The one-hour session shall be provided up to four times daily, twice in the morning and twice in the afternoon. Contractors are expected to provide the two-hour session curriculum at all the GROW sites, except at certain sites, as determined by the County.

- 7.1.1 The County shall have the flexibility to determine the number and length of the Orientation sessions based on the need and demand for the class, such as when appointments are backlogged for two weeks or more. Refer to Technical Exhibit B-5 for schedule of Orientation sessions. Changes to the schedule must be discussed and approved by the County 90 days in advance.
- 7.1.2 The Contractor shall allow time for DPSS GROW Case Manager to make a brief 15-minute presentation or show a brief 15-minute video presentation covering GROW policy, the role of the GROW Case Manager, participation requirements, and explanation of supportive services.
- 7.1.3 Contractor shall use the DPSS provided Orientation curriculum, which will cover the following key areas:
- a. Overview of the GROW Program;
 - b. Description of the GROW components;
 - c. Participant Success Stories;
 - d. Benefits of Working;
 - e. Motivation and Building Self-Esteem;
 - f. Literacy Assessment; and
 - g. Other topics that are later added as part of the curriculum.
- 7.1.4 The Orientation shall be provided in English on a daily basis. Contractor shall have the capacity to provide Orientation in the threshold languages that are spoken in the Service Area. The threshold languages are Armenian, Cambodian, Chinese, Farsi, Korean, Russian, Spanish, Tagalog, and Vietnamese. See Appendix B, Technical Exhibit B-5 for the non-English/non-Spanish classes that were provided. The County may make necessary changes to the schedule throughout the Contract term.
- 7.1.5 The Contractor shall provide verbal and written instructions and materials/forms to GROW participants in English, Spanish, and in the County's other threshold languages, Armenian, Cambodian, Chinese, Farsi, Korean, Russian, Tagalog, and Vietnamese.
- 7.1.6 Prior to the beginning of each Orientation session, Contractor shall obtain a list of the GR applicants scheduled to attend via the LRS system.
- 7.1.7 If prior to the participant's initial Orientation appointment date, the participant calls and requests to be rescheduled, the Contractor shall allow the Participant to be rescheduled on a one-time only basis via the LRS system, the Contractor shall refer the participant to the GR Employment Specialist or GROW Services Supervisor on the same day that notification or request is received from the participant.

- 7.1.8 Contractor shall initiate an Attendance Sheet for participants served (Appendix B, Technical Exhibit B-14) based on the list of scheduled GR participants to verify attendance of those who showed and completed the Orientation, and those who were “no shows”. Contractor shall update LRS on the same day.
- 7.1.9 Contractor shall administer the County-approved Literacy Screening test using the Practice Application (Appendix B, Technical Exhibit B-6) during Orientation and forward the completed test to the GROW Case Manager for scoring. The Literacy Screening test will assist the GROW Case Manager in determining whether Participants have literacy barriers and need to be referred to literacy classes, such as Adult Basic Education and English-as-a-Second Language, prior to referral to a job readiness/job search activity.
- 7.1.10 Contractor shall ensure that staff conducting Orientation have been trained by LACOE on the County-approved Orientation curriculum.
- 7.1.11 Contractor shall show County-provided videos during GROW Orientation.
- 7.1.12 Contractor shall give the participants the Earned Income Tax Credit form (Contract Exhibit V).
- 7.1.13 Contractor shall display County-provided motivational posters, and post the agenda of daily Orientation activities in the classroom.
- 7.1.14 Contractor shall provide the participants the GROW Participant Evaluation form (Appendix B, Technical Exhibit B-7) at the end of Orientation to obtain their feedback and understanding of the session.
- 7.1.15 Contractor shall ensure that the GROW participant/instructor ratio in each Orientation session is no more than 30 GROW participants to one instructor (30:1). County may waive this requirement on a case by case basis.

7.2 Job Readiness Training (JRT)/Job Readiness Training for Youth (JRY)

- 7.2.1 Contractor shall develop and implement its own curricula and program materials, using guidelines as set forth herein the SOW. Curricula must be reviewed and approved by DPSS prior to implementing for classroom instruction. At County’s request, Contractor shall make changes to the curriculum in timeframes agreed upon by County and Contractor.

- 7.2.2 Contractor shall develop, implement and maintain two job readiness training curricula for the three GROW participant populations.
- a. JRT- curriculum tailored for the following participants:
 - o For first time participants with limited skills to conduct job-search activities and for those with significant barriers to employment,
 - o For returning participants, who might be familiar with basic job-search skills but might need a refresher, and for Participants who recently became unemployed.
 - b. Job Readiness Training for Youth (JRY)-curriculum tailored for the Transition Age Youth (TAY) population in GROW, ages 18 to 24.
- 7.2.3 The County may, at its own discretion, schedule specific groups or population, in separate JRT/JRY sessions, to provide the participants with a customized and more interactive group session.
- 7.2.4 The Contractor shall provide the participants the opportunity to share job leads, job searching experiences, and best practices.
- 7.2.5 The JRT curriculum shall include workshops tailored for participants with multiple barriers to employment, such as those who are homeless, no recent or previous work history, no General Education/High School Diploma and those with substance abuse or criminal background.
- 7.2.6 The JRY curriculum must be somewhat different than those for adults. The workshops must help students learn leadership, responsibility, and self-confidence. The curriculum must provide a flexible training, paying close attention to the youth's needs. One useful approach is to create an individualized portfolio for each participant, containing evidence of work skills, interests and goals. It is also important to teach youth soft skills, stressing communication with employers, dressing appropriately, conflict resolution, punctuality/attendance at work, financial planning and other work readiness skills. It must also include the use of technology and on-line internet resources. The training must provide an interactive group approach to allow time for youth to share motivational/inspirational stories and successes and time to share and teach skills to one another.
- 7.2.7 The JRT and JRY sessions shall be scheduled every Monday, following the schedule provided by the County (See Appendix B, Technical Exhibit B-5). If Monday falls on a County holiday, the

session shall be scheduled the following business day after the holiday.

The JRY sessions shall be scheduled every three weeks or at least once a month. The regular JRT class will be skipped to provide the JRY class utilizing the same classroom space.

The County may, at its own option, make changes to the schedule based on the need and demand for the class. The County shall notify the Contractor and agree on a timeframe for implementing the changes.

7.2.8 Contractor shall ensure that all curricula meet the following objectives:

- a. Prepare individuals for work,
- b. Provide job seekers with the necessary skill to find employment,
- c. Empower individuals to become independent and self-sufficient, and
- d. Promote job retention and advancement.

7.2.9 Contractor shall develop curricula for JRT and JRY that include a detail outline of topics and workshops covered, and include, at a minimum, the following **key areas**:

<p>Motivation and self-esteem building</p> <ul style="list-style-type: none"> • Self-confidence • Leadership • Empowerment • Success Stories 	<p>Communication Skills</p> <ul style="list-style-type: none"> • Effective oral and written skills • Verbal and non-verbal skills • Listening • Appropriate workplace communication skills
<p>Self-sufficiency and life skills concepts</p> <ul style="list-style-type: none"> • Accessing community resources/information • Money Management • Stress Management • Personal and Professional development • Expunging Criminal records • Problem solving/critical thinking 	<p>Basic Customer Service skills</p> <ul style="list-style-type: none"> • Interacting with customers • Handling complaints • Courtesy • Professionalism

<p>Strategies for seeking employment,</p> <ul style="list-style-type: none"> • Identifying and accessing resources for employment, • Completing a job application, both written and on-line • Resume writing • Interviewing techniques • Goal setting • Job hunting strategies • Using social media 	<p>Job Retention/Work Ethics</p> <ul style="list-style-type: none"> • Employer expectations • Importance of attendance and punctuality • Appropriate workplace behavior • Appropriate language • Appropriate work attire • Interacting with others • Showing responsibility
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Contractor shall submit the curricula and other workshop topics suggested by the Contractor for review and approval by the County, as specified in Paragraph 7.2.1.

7.2.10 Contractor shall provide a three-week, (20 hours per week, four hours per day, for five days) JRT /JRY session that include the following format:

- a. First week of JRT/JRY consisting of job readiness/job search assistance and classroom training instruction.
- b. Second and third weeks of JRT/JRY consisting of supervised/structured daily job search.

7.2.11 Contractor staff shall meet with participants during the second and third weeks of JRT/JRY to determine if they are making the necessary contacts, researching employment opportunities, and if participants need any assistance in their job search.

7.2.12 Contractor shall identify participants' barriers to employment and assist them in resolving these barriers.

7.2.13 By the end of week one of JRT/JRY, Contractor shall develop a Career Goal Plan for each participants. Contractor shall ensure that a Career Goal Plan for each participant is completed and filed in the participant's folder and a copy provided to the participant. The Career Goal Plan is an action plan where participants can identify their long and short-term occupational goals, as well as their educational and training goals. Short-term goals are those that participants can potentially achieve in a year or less. Long-term goals are those that participants can achieve in five years or less. Participants should be encouraged to prioritize their goals and pursue

their short-term goals, such as finding entry-level employment. They must be able to identify the actions/steps to support the goals, including barriers that need to be addressed prior to reaching the goal/s. Goals must be evaluated to ensure they are specific, attainable and realistic.

7.2.14 Throughout JRT/JRY, Contractor shall ensure, at a minimum, that the following core activities are taught:

- a. Participants practice job interviews,
- b. Participants create a well-written resume,
- c. Participants create an error-free master application,
- d. Participants learn the soft skills to keeping a job (i.e. customer service, protocols at the job place, responsibility, punctuality, self- confidence, positive work attitude, personal grooming),
- e. Participants learn how to search and apply for jobs on-line,
- f. Participants have a plan for job search activities,
- g. Participants apply for jobs.

7.2.15 Contractor shall include presentations, by subject matter experts (local community agencies, non-profit organizations, and/or prospective employers), in work related topics aimed at increasing the individual's skills/knowledge for reaching self-sufficiency as deemed necessary by Contractor or County. Examples of topics are: support services, available resources, workshops on anger management and financial management.

7.2.16 Contractor shall have the capacity to provide JRT/JRY services in the threshold languages that are spoken by participants in the GR/GROW office location. The threshold languages are Spanish, Armenian, Cambodian, Chinese, Korean, Vietnamese, Russian, Farsi and Tagalog. See Appendix B, Technical Exhibit B-4 for the non-English/non-Spanish classes that were provided in the various GROW sites during the past two years.

7.2.17 Contractor shall at a minimum, provide a Spanish JRT/JRY class, once per month at all of the GROW sites, except for Metro East and Metro Special, where Spanish class sessions are needed twice per month. The Glendale and San Fernando GROW sites require an Armenian class session once per month. The County shall have the option to request changes to the schedule, such as increase the frequency of the classes, as necessary.

7.2.18 Contractor shall ensure all verbal and written instructions, including Contractor-developed materials, are available for use in languages required by County (English, Spanish, Armenian, Cambodian, Chinese, Korean, Vietnamese, Russian, Farsi and Tagalog).

- 7.2.19 Contractor shall obtain Participant feedback at the end of JRT/JRY from each Participant concerning his/her evaluation and understanding of the activity.
- 7.2.20 Contractor shall administer a standard Job Search/Job Retention test (Appendix B, Technical Exhibit B-12) at the end of the first week of JRT/JRY. Ninety percent of participants must obtain a passing score of 75 percent, or higher. Contractor must assist participants who do not pass the test the first time by reviewing the Job Search/Job Retention key points of the curriculum with the participant to ensure they understand them.
- 7.2.21 Contractors shall ensure GROW participants meet the 20 hours per week participation requirement. If a participant is engaged in Supportive Services, part-time employment, or any other DPSS-approved GROW activities, then the participants shall be enrolled in Flex JRT/JRY where the combined JRT/JRY and GROW activities total 20 hours per week. Volunteer participants may be assigned to less than 20 hours per week, based on an assessment completed by a licensed health professional with the corresponding verification statement filed in the participant's case record.
- 7.2.22 Contractor shall ensure all participants' non-participation/absences are well documented. Contractor shall notify the GROW Case Manager if the participant fails to comply with the participation requirement within the timeframe referenced in Subsection 7.5 herein.
- 7.2.23 Contractor shall inform the GROW Case Manager when a referral for Domestic Violence, Mental Health, or Substance Abuse is needed and/or requested by participant within one (1) business day of participant's request for services.
- 7.2.24 Contractor shall ensure that GROW participants complete a minimum of 10 job applications each week during the second and third weeks of JRT/JRY (average of two applications per day).
- 7.2.25 Contractor shall provide the GROW Case Managers, within one working day of notification, the verification of employment submitted by participants who find employment during or after completion of JRT/JRY.
- 7.2.26 Contractor shall verify the employment reported and submitted by the participant. In instances when employers are unable to complete and provide a written verification, the Contractor shall complete the "Request for Employment Verification" (Technical Exhibit B-16) form based on information provided by the employer over the phone. The contact name and phone number of the

employer who verified the employment must be indicated on the form.

- 7.2.27 If the employment obtained by the participant while attending JRT/JRY is an on-call job and the participant has not started working at the time it was reported, the Contractor shall keep the participant in JRT/JRY and continue to assist the participant in obtaining employment of at least 20 hours per week.

7.3 Job Development Services

The Contractor shall provide Job Development services as part of JRT/JRY services.

7.3.1 Contractor's Job Development Services

Contractor shall:

- 7.3.1.1 Work with employers to identify and create a pool of jobs for GROW participants. Job Development services shall target large, stable and/or expanding occupations with an entry level wage of at least minimum wage throughout the term of the contract.
 - 7.3.1.2 Maintain a referral system in which the GROW participants' needs and interests are matched with the employers' needs and interests.
 - 7.3.1.3 Meet with DPSS job developers on an as-needed basis, or at least quarterly, to network, share employment opportunities, develop employment placements, review effective job development processes and promote the common goal of GROW which is participant employment.
 - 7.3.1.4 Develop and provide participants with a minimum of five job leads per week with potential for employment during weeks two and three of JRT/JRY.
 - 7.3.1.5 Support non-traditional jobs for GROW participants.
 - 7.3.1.6 Post job openings at JRT/JRY sites daily.
- 7.3.2 Contractor shall include job openings that are appropriate to the needs and skill level of GROW Participants into Contractor's job postings.

7.3.3 Contractor shall refer participants to jobs that are:

- a. listed by employers with the State Employment Development Department;
- b. developed by partnering agencies (i.e. Work Source Centers/One-Stops and Regional Occupational Programs (ROPs); and
- c. developed independently by Contractor.

7.3.4 Contractor shall coordinate and hold job fairs and/or on-site employer recruitment with available job openings the participants can apply for at least once every three months. Contractor shall support and cooperate with DPSS and LACOE in scheduled job recruitment efforts such as job fairs/expos, specialized employer recruitments, etc. during the second and third weeks of JRT/JRY.

7.4 Job Readiness Training Sites

Contractor shall provide JRT/JRY services for each GR district/GROW office. Contractor shall provide the site for JRT/JRY except for County-provided sites, as determined by the County.

Contractor shall provide JRT/JRY services at the following sites:

Service Area	GROW District/ GROW Sites	Location Provided by:
1	San Gabriel	Contractor
	Pomona	Contractor
	Metro East	County
2	Civic Center	Contractor
	Metro Special	County
3	San Fernando	Contractor
	Lancaster	Contractor
4	Southwest Special	County
	South Central	County
	South Special	Contractor

5	Rancho Park	Contractor
	Wilshire Special	Contractor
6	Glendale	Contractor
	Pasadena	Contractor

- 7.4.1 The County shall have the flexibility to require that the Contractor provides their own space to conduct JRT/JRY classes, as deemed necessary by the County. Upon County request, the Contractor shall provide a budget to add a new site within 45 days. The County shall review, survey and approve the location prior to implementation within 45 days of receipt of budget.
- 7.4.2 Contractor-provided sites shall have sufficient classrooms to provide JRT/JRY sessions as specified by Appendix B, Technical Exhibit B-5.
- 7.4.3 Contractor shall provide a designated Resource Center to accommodate the volume of participants from weeks two and three of JRT/JRY to conduct job search activities.

The Resource Center is an area with computers, telephones, fax machine and publication/bulletin boards that is available to GROW participants to conduct job search activities. The Resource Center must also include information for referrals to other types of assistance and resources that will help participants overcome barriers to employment (e.g. listing of homeless shelters or transitional housing providers, who to contact to expunge misdemeanors, etc.). The Resource Center must have sufficient computer equipment available for at least 20-25 participants to conduct their job search activity.

- 7.4.4 Contractor shall designate and maintain a space or Clothing Boutique with racks to hold donated business clothes through Contractor's partnership with profit and non-profit organizations, such as Clothes the Deal, to help participants with clothing needs while searching for employment.
- 7.4.5 Contractor shall conduct JRT/JRY sessions scheduled as follows:

Two sessions per GROW site starting weekly on Mondays, morning and afternoon, from 8:00 a.m. to 12:00 p.m., and from 1:00 p.m. to 5:00 p.m. See Technical Exhibit B-5 for the schedule of sessions for each JRT/JRY site. The County shall have the option to request that additional JRT/JRY class sessions be provided for GR

Districts/GROW offices that have high demand for the class. The County shall notify the Contractor and agree on a timeframe for implementing changes.

7.5 Reporting

- 7.5.1 Monthly Management Reports - Contractor shall submit Monthly Management Reports by the 15th calendar day of all the Contractor performed activities, with the detail and format as required by the County (Technical Exhibit B-17) to the County Contract Manager with a copy to the CCA.
- 7.5.2 LRS Updates - Contractor shall update the computer system to input data to track participant's attendance in Orientation and the JRT/JRY sessions on the first day (show or no-show) (Technical Exhibits B-14 and B-15).
- 7.5.3 Contractor shall report to the Case Manager any and all changes in the GROW participant's status/circumstances, such as when a participant dropped-out or is cancelled from JRT/JRY, by updating LRS on the same day, and documenting the participant's folder.
- 7.5.4 Contractor shall update LRS on final day of JRT/JRY to input the appropriate status: Dropped, Completed-Not Employed, or Completed-Employed. Every Participant who was recorded as 'show' on the first day must have an end status.

Computer System Problems

- 7.5.5 Contractor shall report computer systems problems and recommend solution for problems within one business day of discovery to the DPSS district Information Technology Technician System Analyst (ITTSA) and to the Information Technology Division.

7.6 Civil Rights Complaints Procedures

Contractor shall comply with the terms of the Civil Rights Handbook as directed by DPSS, which includes but is not limited to the following:

- 7.6.1 Ensure all of Contractor's public contact staff attends mandatory Civil Rights training as provided or arranged by DPSS every two years.
- 7.6.2 Ensure notices and correspondences sent to participants are in their designated primary language and provide interpreters to ensure meaningful access to services to all participants.
- 7.6.3 Maintain a record of all Civil Rights materials provided by DPSS and ensure all Participants are provided with the Civil Rights materials.

- 7.6.4 Develop, and operate procedures for receiving, forwarding and responding to Civil Rights complaints as follows:
- a. Provide and assist participants with completing a PA 607, Complaint of Discriminatory Treatment (Technical Exhibit B-19) in the participant's primary language.
 - b. Maintain a log of Civil Rights complaints.
 - c. Contractor's Manager shall act as the Civil Rights Liaison (CRL) between the contracted agency and the CCA and DPSS Civil Rights Section (CRS).
 - d. Forward all PA 607s to the CCA within two business days and maintain a copy.
 - e. CRL shall not attempt to investigate Civil Rights complaints. All investigations are handled by the CRS.

Civil Rights Compliance

- 7.8.5 Services must be provided without undue delay to non-English and limited English proficient participants using bilingual staff, AVAZA Language Line Services, or other DPSS approved translation services. Participants must not be required to provide their own interpreter at any time.

8.0 PERFORMANCE MEASURES

The goal of the County's GROW Program is for participants to attain economic self-sufficiency by assisting the participants successfully seek, obtain, and retain employment, through participation in the program. To meet this goal, Contractors are expected to meet the minimum participant outcomes and performance standards, as determined and set forth by the County, under this contract.

8.1 Job Placement Rates

Contractor shall maintain a quarterly job placement rate of 25% for participants enrolled in JRT and JRY. Job placement must be within 60 days from the start of JRT/JRY, and expected to last 30 days or longer.

8.2 Job Readiness Rates

8.2.1 Participants establish and implement an individualized employment plan which includes at a minimum the following:

- Career Goal/Employment Plan
- Resume

- Sample Job Application
- Participation in mock interviews

8.2.2. Contractor shall ensure 90% of participants pass the Job Search/Job Retention test, with a score of 75% or higher, at the end of the first week of JRT/JRY.

8.2.3 Contractor shall ensure that participants submit a minimum of 10 job applications per week during the two weeks of supervised job search in JRT/JRY, and at least 50% are validated by the Contractor.

8.3 Participant Enrollment Rates

Contractor shall ensure participants are engaged and enrolled in JRT/JRY and complete activity as follows:

8.3.1 First Week – 75% of participants who started the first day complete the first week.

8.3.2 Second Week – 85% of participants who completed the first week complete the second week.

8.3.3 Third week – 95% of participants who completed the second week complete the third week.

If a participant obtains employment of at least 20 hours, the participant can be counted as completing the week of JRT/JRY for the purpose of computing the weekly enrollment rate.

8.4 Fiscal Penalties

To the extent that the Contractor's Quarterly Job Placement Rate falls below the required percentage rate listed in Subsection 8.1 above, a fiscal deduction as specified in Technical Exhibit B-1, Performance Requirements Summary Chart, 1% of monthly fixed fee.

9.0 PERFORMANCE REQUIREMENT SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set

forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

9.1 Introduction

This Performance Requirements Summary (PRS) displays the major services that will be monitored during the term of this Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance indicator that may be assessed if the service is not satisfactorily provided.

All listings of "required service" or "standard" used in this PRS are intended to be completely consistent with this SOW and are not meant to create, extend, revise, or expand any obligation of Contractor beyond that defined in the SOW. In any case of apparent inconsistency between required services or standards as stated in the SOW and Contract and this PRS, the meaning apparent in SOW and Contract will normally prevail, as that is the intention of County. If any required service or standard seems to be created in this PRS which is not set forth in SOW and/or Contract, that apparent required service or standard will not be a requirement on Contractor and will not be the basis of the assignment of any points, unless it is clarified in the Contract. However, it is the responsibility of the Contractor to point out any such inconsistencies at the time the Contract is finalized. If any discrepancies are not resolved in the final Contract, then the CCA will determine the interpretation and clarification of the matter(s) as any arise in the course of the Contract. Because the provision of services to public assistance participants is critical to the mission of DPSS, the County expects a high standard of Contractor performance. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the CCA by Contractor before the allowable deviation for acceptable standard should occur. It is the Contractor's responsibility to provide the services set forth in this SOW; which are summarized in the PRS.

9.2 Performance Requirements Summary Chart

The Performance Requirements Summary Chart is part of, and is set forth, in this SOW Exhibits, Technical Exhibit B-1. This chart lists the following:

- 9.2.1 Lists the specific performance reference (Column 1 of chart).
- 9.2.2 Lists the Required Services/Outcomes considered most critical to acceptable contract performance (Column 2 of chart).
- 9.2.3 Defines the Standard(s) of performance for GROW Job Services rates (Column 3 of chart).

- 9.2.4 Acceptable Quality Level (AQL) the minimum performance percent that can be accepted and still meet the Contract standard for satisfactory performance (Column 4 of chart).
- 9.2.5 Monitoring Method or quality assurance methods the County will use to evaluate the Contractor's performance in meeting the contract requirements (Column 5 of chart).
- 9.2.6 Fiscal Deductions for not meeting the minimum AQL for each listed required service (column 6 of chart). Contractor shall submit an action plan and be assessed fiscal deductions for performance below the standard.

9.3 Monitoring

Each month Contractor performance will be compared to the Standards AQL's using the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

1. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;
2. Random sampling of items such as reports, invoices, etc.
3. Review of Reports, Statistical Record and Files maintained by the Contractor;
4. On-site evaluations;
5. Participant interviews; and
6. Review of Complaints or justification of number of complaints.

9.4 Measurable Outcomes

Contractor shall provide services that address, but are not limited to, the following measurable indicators:

- Participants obtain employment of at least 20 hours or more per week.
- Participants acquire the skills and knowledge to search for and apply for jobs.
- Participants establish and implement an individualized plan to find employment.
- Participants acquire the soft skill necessary to keep a job.

9.5 Performance Measures

9.5.1 The Contractor shall demonstrate in writing how the direct services impact the measurable outcome, upon the County's request.

9.5.2 The Contractor shall maintain the following documents that reflect the benchmarks are being met:

- Required statistical reports related to the provided services
- Required documents such as business license, certifications, attendance records, employer verifications, etc. related to the provided services
- Orientation and JRT/JRY session schedules
- Orientation and JRT/JRY curriculum

9.6 Contract Discrepancy Report (CDR)

Performance of a listed service is considered acceptable when the service expectation is met and the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL.

When the performance is unacceptable, the CCA will issue a CDR, (See Appendix B, Technical Exhibit B-1A) to the Contractor's Manager. The Contractor is required to:

9.6.1 Respond in writing to the CCA within five business days, acknowledging the reported discrepancies or presenting contrary evidence.

9.6.2 A Corrective Action Plan, including a timetable, for correction of all deficiencies identified in the CDR shall be submitted to the CCA within 10 business days.

9.6.3 Implement the Corrective Action Plan.

The CCA will evaluate the Contractor's response and Corrective Action Plan. County shall determine if any fiscal deductions will be assessed.

9.7 Criteria for Acceptable or Unacceptable Performance – Random Sampling

The CCA will determine the number of defects that renders a service unsatisfactory as follows:

9.7.1 Select a sample at random so that it will be a representation of the entire population.

9.7.2 Compare the sample to the standard, and the conclusions made are about Contractor performance for the whole group.

9.7.3 The random sampling plan includes the following information:

AQL - The minimum performance percent that can be accepted and still meet the Contract standard for satisfactory performance;

Lot Size - The total number of unit or services to be provided, and

Sample Size - The number of units to be checked in a given time period.

The *AQL* for each sample is taken from the PRS. The lot size is determined by how often the CONTRACTOR will provide a service during the month. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

9.8 Remedy of Defects

Notwithstanding a finding of unacceptable performance service and assessment of fiscal deductions, Contractor must, within 10 business days, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

9.9 Unsatisfactory Performance Remedies

When Contractor performance does not conform with the requirements of this Contract, County shall have the option to apply any or all of the following nonperformance remedies:

9.9.1 Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent the recurrence of unacceptable performance.

9.9.2 Reduce payment to Contractor by a computed amount based on the fiscal deductions in the PRS Chart (Appendix B, Technical Exhibit B-1).

9.9.3 Reduce, suspend, cancel, or terminate the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

9.9.4 Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to satisfactorily perform the unacceptable work within ten workdays shall constitute authorization for County to have the service(s) performed by others. The entire

cost of such work performed by others as a consequence of Contractor's failure to perform said service(s) satisfactorily, as determined by County, shall be credited to County on Contractor's future invoice. This section does not preclude County's right to the Contract upon ten days written notice with or without cause, as provided for in Contract, Subsection 8.42, Termination for Convenience.

10.0 Hours/Days of Work

- 10.1 Contractor shall provide services Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.
- 10.2 Contractor, as agreed upon by County and Contractor, may provide direct participant services at hours different than the hours stated in Subjection 10.1 to meet the needs of the GROW participants.
- 10.3 Contractor is not required to provide services on County holidays. The County Contract Administrator (CCA) will provide a list of the County holidays to the Contractor within 30 calendar days of the Contract start date, and annually thereafter, at the beginning of each calendar year.
- 10.4 Contractor is allowed to have a maximum of two days per calendar year, as needed, for in-service and/or training activities in which they may not be required to provide Orientation and JRT/JRY services. To request these days, Contractor shall submit a written request to DPSS, no less than 30 days in advance of the requested dates. DPSS approval is required in order to take the requested dates.

APPENDIX B TECHNICAL EXHIBITS

PERFORMANCE REQUIREMENTS SUMMARY CHART

SPECIFIC PERFORMANCE REFERENCE	REQUIRED SERVICES	STANDARDS	ACCEPTABLE QUALITY LEVEL CHANGE (AQL)	METHODS OF MONITORING	FISCAL DEDUCTION
Exhibit A - Statement of Work, Section 8.0 Performance Measures	Participants obtain employment of at least 20 hours or more per week.	<p>The percentage of participants in JRT/JRY who start a job of 20 hours or more per week that is expected to last 30 days or more.</p> <ul style="list-style-type: none"> • 25% Job Placement Rate (Placements/Total Participant JRT/JRY starts) per GROW office. • 60 day placement window from start of JRT/JRY. 	NONE	Random Sampling On-Site Observation Review of MMR User Complaint	1% of Contractor's monthly fixed fee for the Service Area
Exhibit A - Statement of Work, Section 8.0 Performance Measures	Participants acquire the skills and knowledge to search for and apply for jobs.	<p>The number of job applications completed by participants both online and in person.</p> <ul style="list-style-type: none"> • A minimum of 10 job applications per participant for each week of the two weeks of the supervised Job Search (average 2/day). • 50% of the job applications submitted by the participants must be validated. 	5%	Random Sampling On-Site Observation Review of MMR User Complaint	\$500 per occurrence
Exhibit A - Statement of Work, Section 8.0 Performance Measures	Participants establish and implement an individualized plan to find employment.	<p>Participant's records document the plan, resume, sample job application and participation in mock interviews.</p> <ul style="list-style-type: none"> • Participant's Case records must contain documentation/copies of such (100% of all forms). 	2%	Random Sampling On-Site Observation Review of MMR User Complaint	\$500 per occurrence

SPECIFIC PERFORMANCE REFERENCE	REQUIRED SERVICES	STANDARDS	ACCEPTABLE QUALITY LEVEL CHANGE (AQL)	METHODS OF MONITORING	FISCAL DEDUCTION
Exhibit A - Statement of Work, Paragraph 8.2.2, and Subsection 9.4 Measurable Outcomes	Participants acquire the soft skill necessary to keep a job.	<p>Participants pass a standard job search/job retention skills test at the end of the first week of JRT/JRY (Exhibit B - Technical Exhibit 12).</p> <ul style="list-style-type: none"> 90% must pass the Job Search/Job Retention test with a passing score of 75% 	10%	Random Sampling On-Site Observation Review of MMR User Complaint	\$500 per occurrence
Exhibit A - Statement of Work, Section 8.0 Performance Measures	Participants continue to be engaged and enrolled in the activity for the duration of the JRT/JRY activity.	<ul style="list-style-type: none"> <u>First week</u> - 75% of participants who started the first day complete the first week. <u>Second week</u> - 85% of participants who completed the first week complete the second week. <u>Third week</u> - 95% of participants who completed the second week complete the third week. <p>Note: This measure is considered fulfilled once the participant obtains employment of at least 20 hours per week.</p>	0% 0% 0%	Review of MMR	\$300 per occurrence \$150 per occurrence \$50 per occurrence
Exhibit A, Statement of Work, Subsection 7.1 Orientation	Provide required Orientation services to GROW participants in a timely manner, for the appropriate duration, covering all required curriculum, as specifically outlined in the SOW.	Require Orientation direct and related services be performed timely, for the appropriate duration, and covers all the required curriculum.	NONE	Random Sampling On-Site Observation Review of MMR User Complaint	\$500 per occurrence
Exhibit A, Statement of Work, Section 7.2 Job Readiness Training	Provide required (JRT)/JRY services to GROW participants in a timely manner, for the appropriate duration, covering all required curriculum, as specifically outlined in the SOW.	Require JRT/JRY direct and related services be performed timely, for the appropriate duration, and covers the entire required curriculum.	NONE	Random Sampling On-Site Observation Review of MMR User Complaint	\$500 per occurrence

SPECIFIC PERFORMANCE REFERENCE	REQUIRED SERVICES	STANDARDS	ACCEPTABLE QUALITY LEVEL CHANGE (AQL)	METHODS OF MONITORING	FISCAL DEDUCTION
Exhibit A, Statement of Work, Paragraph 6.2.2 Staffing	Ensure County is notified in writing of any change in the name or address of the Contractor Manager within 10 calendar days.	Require Contractor to notify the County in writing of any change in the name or address of the Contractor Manager.	NONE	Inspection On-Site Observation	\$50 per occurrence
Exhibit A, Statement of Work, Paragraph 6.1.3 Training	Ensure all direct service employees are trained on County-approved, Contractor developed curriculum.	100% of the staff is trained on approved curriculum prior to Contract start date or within 30 calendar days after starting employment.	NONE	On-site Observation Review of MMR Review of Employee Training Folder	\$500 per occurrence
Exhibit A, Statement of Work, Subsection 6.4, Record Keeping	Initiate and maintain a participant folder for each GROW participant as required by COUNTY.	A folder is initiated and maintained for each GROW participant in accordance with COUNTY requirements.	2%	Random Sampling On-Site Review	\$500 per occurrence
Exhibit A, Statement of Work, Subsection 7.3 Reporting	Report any and all changes in the GROW Participant's status and/or circumstances during the JRT/JRY sessions to the GROW case manager via the GROW computer system on the same day and to document the Participant's folder.	Require all changes in the GROW Participant's status and/or circumstances during JRT/JRY sessions to the GROW case manager be reported via the GROW computer system on the same day and to document the participant's folder.	NONE	On-Site Review User Complaint	\$100 per occurrence
Exhibit A, Statement of Work, Subsection 7.3, Job Development Services	Provide required ongoing Job Development services to GROW participants for the duration of the contract, as specifically outlined in the Statement of Work.	Require ongoing Job Development services to GROW participants be performed during the duration of the contract, as specifically outlined in the Statement of Work.	NONE	On-Site Observation Review of MMR User Complaint	\$500 per occurrence
Exhibit A, Statement of Work, Section 10.0, Hours/Days of Work	Provide services during COUNTY's normal business hours, Monday through Friday, as required by COUNTY.	Require direct services be performed by CONTRACTOR during the required hours of operation.	NONE	Random Sampling On-Site Observation Review of MMR User Complaint	\$500 per occurrence

SPECIFIC PERFORMANCE REFERENCE	REQUIRED SERVICES	STANDARDS	ACCEPTABLE QUALITY LEVEL CHANGE (AQL)	METHODS OF MONITORING	FISCAL DEDUCTION
Exhibit A, Statement of Work, Paragraph 6.2.2 Staffing	Ensure there are sufficient professional, experienced, and bilingually competent staff to administer GROW Job Services to the COUNTY's General Relief (GR) populations in the requested English and non-English languages.	Provide sufficient professional, experienced, and bilingually competent staff to administer GROW Job Services to the COUNTY's GR populations in the requested English and non-English languages.	NONE	On-Site Observation User Complaint Comparison of staffing plan to actual staff in place	\$500 per occurrence
Exhibit A, Statement of Work, Paragraph 6.2.2 Staffing	<p>Ensure key management staff is available for the CCA to contact and all non-management staff are present for delivery of Orientation and JRT/JRY services.</p> <p>Ensure all vacancies are filled timely and in the interim, ensure vacancies do not negatively impact service delivery.</p>	<p>Provide key management staff and provide qualified replacements within 15 calendar days of vacancy.</p> <p>Ensure all staff levels are present for delivery of Orientation and JRT/JRY services and ensure that vacancies are filled within 30 calendar days of vacancy.</p> <p>Have a staffing plan to ensure there is no adverse impact on service delivery due to the staff reduction.</p>	2 CALENDAR DAYS	100% Inspection On-Site Observation User Complaint Comparison of staffing plan to actual staff in place.	\$500 per occurrence
Exhibit A, Statement of Work, Section 6.2.1, Facilities	<p>Contractor shall provide JRT/JRY facilities.</p> <p>Contractor shall provide no cost parking space for County-designated staff and GROW participants at each Contractor-leased facilities.</p>	<p>Contractor shall provide JRT/JRY facilities as needed with no cost parking.</p> <p>These facilities shall be close in proximity to the GR districts/GROW office and shall be within a 5 mile radius or 40 minute travel time by public transportation of the GR district.</p>	NONE	100% Inspection On-Site Observation Review of MMR User Complaint	\$500 per day
Exhibit A, Statement of Work, Subsection 6.3, Computer and Equipment Inventory Maintenance	Contractor shall maintain and update a computerized inventory list of furniture, equipment, supplies, computers, etc. at each of the JRT/JRY sites	Ensures the computerized GROW inventory list is maintained and updated according to County standards.	NONE	Review of Inventory List	\$100 per occurrence

SPECIFIC PERFORMANCE REFERENCE	REQUIRED SERVICES	STANDARDS	ACCEPTABLE QUALITY LEVEL CHANGE (AQL)	METHODS OF MONITORING	FISCAL DEDUCTION
Exhibit A, Statement of Work, Subsection 6.5, Transportation Allowance	Ensure an immobile security-lock safe is located in a secured area on-site to keep the bus passes and bus tokens.	Contractor shall assign an administrative staff to receive and control the distribution of bus passes and bus tokens to the GROW sites and JRT/JRY sites. Ensure an immobile security-lock safe is located in a secured area on-site to keep the bus passes and bus tokens.	NONE	100% On-Site Inspection	\$50 per occurrence
Exhibit A, Statement of Work, Subsection 6.4, Record Keeping	Maintains the confidentiality of GROW Participant's records by maintaining files in locked drawers and cabinets at JRT/JRY sites and at Contractor's headquarters. Maintain Confidentiality Agreements on file for all staff.	All Contractor employees have Confidentiality Agreements on file prior to the employee's start date. Ensure the terms of Confidentiality Agreement are adhered to.	NONE	Random Sampling On-Site Review	\$500 per occurrence
Exhibit A - Statement of Work, Subsection 7.6, Civil Rights Complaints Procedure	Complies with the terms of the Civil Rights Handbook as directed by DPSS, and as specifically outlined in the Statement of Work.	Ensures the terms of the Civil Rights Resolution Agreement are met.	NONE	On-Site Review User Complaint	\$500 per occurrence
Contract Terms and Conditions, Section 8.24 General Insurance Requirements and Section 8.25, Insurance Coverage Requirements	Provide verification of insurance coverage to the CCA prior to the Contract start date and annually during the term of the Contract.	Ensures that all insurance policies are current and meet insurance requirements.	NONE	100% Review	\$500 per occurrence
Exhibit A, Statement of Work, Section 3.0, Contractor Quality Control Plan	Develop and maintain a Quality Control Plan.	Contractor develops and complies with the County-approved Quality Control Plan.	NONE	Review of QC Plan and Compliance with the Plan	\$500 per occurrence

SPECIFIC PERFORMANCE REFERENCE	REQUIRED SERVICES	STANDARDS	ACCEPTABLE QUALITY LEVEL CHANGE (AQL)	METHODS OF MONITORING	FISCAL DEDUCTION
Contract, Terms and Conditions Section 5.5, Invoice & Payment	Provide accurate and complete invoices in a timely manner, as requested by County.	All accurate and complete invoices are submitted within 15 calendar days after the service month.	2 BUSINESS DAYS	100% Review of Invoices and date received by County.	\$50 per occurrence
Exhibit A, Statement of Work, Subsection 7.5, Reporting	Provide accurate and complete reports in a timely manner, as requested by County.	All accurate and complete reports are submitted in a timely manner as required by County.	2 BUSINESS DAYS	100% Review of Reports Review of MMR	\$50 per occurrence
Exhibit A, Statement of Work, Section 7.3 Job Development Services	Provide JRT/JRY participants at least five Job Leads per week.	Contractor is required to provide five Job Leads per week to JRT/JRY Participants.	NONE	On-site review Review of case record	\$100 per occurrence
Exhibit A, Statement of Work, Section 7.3 Job Development Services	Coordinate and hold Job Fairs and on-site employer recruitments at least every 3 months.	Job Fairs and on-site employer recruitments are held every three months for participants at each GROW office.	NONE	On-site review Review of MMR	\$500 per occurrence
Contract, Terms and Conditions Section 8.38, Record Retention and Inspection-Audit Settlement	Contractor shall maintain all required documents as specified in section 8.42 Record Retention & Inspection/Audit Settlement.	Maintain all required documents specified in section 8.42.	NONE	On-site review	\$500 per occurrence
Exhibit A, Statement of Work, Section 4.0 Quality Assurance Plan	Provide a response to CDRs to CCA within 5 days.	Contractor is required to respond to the receipt of the CDR timely within 5 business days.	NONE	100% Inspection	\$500 per occurrence
Exhibit A, Section 4.0 Quality Assurance Plan	Provide Corrective Action Plan to CCA within 10 days of CDR	Contractor is required to provide Corrective Action Plan to CCA within 10 business days.	NONE	100% Inspection	\$500 per occurrence
Exhibit A, Statement of Work, Section 4.0 Quality Assurance Plan	Contractor shall ensure that the corrective action is implemented according to the timetable approved by County	Contractor required to implement corrective action plan timely.	NONE	100% Inspection	\$500 per occurrence

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATE:

Returned by Contractor: _____

Action Completed : _____

CONTRACTOR PERFORMANCE DISCREPANCIES: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

Contractor Representative's Signature and Date

GR DISTRICT OFFICES AND DPSS GROW OFFICES

SERVICE AREA	GR DISTRICT	DPSS GROW OFFICES
1	<p>District #20 - San Gabriel 3352 Aerojet Street El Monte 91731</p>	<p>GROW Site #08 - San Gabriel 3352 Aerojet Street El Monte 91731</p>
	<p>District #36 - Pomona 2040 W. Holt Avenue Pomona 91768</p>	<p>GROW Site #12 - Pomona 416 N. Garey Avenue Pomona 91767</p>
	<p>District #15 - Metro East 2855 East Olympic Boulevard Los Angeles 90023</p>	<p>GROW Site #07 – Humboldt 2200 N. Humboldt Avenue Los Angeles 90031</p>
2	<p>District #14 - Civic Center 813 East 4th Place Los Angeles 90013</p>	<p>GROW Site #06 - Civic Center 813 East 4th Place Los Angeles 90013</p>
	<p>District #70 - Metro Special 2615 S. Grand Avenue Los Angeles 90007</p>	<p>GROW Site #14 - Metro Special 2615 S. Grand Avenue Los Angeles 90007</p>
3	<p>District #32 – East Valley San Fernando Branch 9188 Glenoaks Blvd. Sun Valley 91352</p>	<p>GROW Site #10 - San Fernando San Fernando Branch #32 9188 Glenoaks Blvd. Sun Valley 91352</p>
	<p>District #67 – Lancaster 337 East Avenue K-10 Lancaster 93535</p>	<p>GROW Site #11 - Lancaster 337 East Avenue K-10 Lancaster 93535</p>
4	<p>District #08 - Southwest Special 1819 W. 120th Street Los Angeles 90047</p>	<p>GROW Site #04 – Southwest Special 1819 W. 120th Street Los Angeles 90047</p>
	<p>District #27 - South Central 10728 South Central Avenue Los Angeles 90059</p>	<p>GROW Site #09 - South Central 2701 Firestone Blvd. South Gate 90280</p>
	<p>District #07 - South Special 17600 “B” South Santa Fe Avenue Rancho Dominguez 90221</p>	<p>GROW Site #03 - South Special 17600 “B” South Santa Fe Avenue Rancho Dominguez 90221</p>

SERVICE AREA	GR DISTRICT	DPSS GROW OFFICES
5	District #60 - Rancho Park 11110 W. Pico Blvd. Los Angeles 90064	GROW Site #13 - Rancho Park 11110 W. Pico Blvd. Los Angeles 90064
	District #10 - Wilshire Special 2415 W. 6 th Street Los Angeles 90057	GROW Site #05 - Wilshire Special 2415 W. 6 th Street Los Angeles 90057
6	District #02 - Glendale 4680 San Fernando Road Glendale 91204	GROW Site #01 - Glendale 4680 San Fernando Road Glendale 91204
	District #03 - Pasadena 955 N. Lake Avenue Pasadena 91104	GROW Site #02 – Pasadena 955 N. Lake Avenue Pasadena 91104

EXPLANATION OF GR DISTRICT OFFICE BOUNDARIES

1. CIVIC CENTER DISTRICT

Civic Center district services the Central Los Angeles area, including downtown skid row.

2. WILSHIRE SPECIAL

Wilshire Special district services the communities of Echo Park, Silver Lake, Hollywood, and part of Central Los Angeles.

3. RANCHO PARK

Rancho Park district services the West Los Angeles area. This district services an area that stretches from Mulholland Drive on the North to Florence on the South, and from Crenshaw Boulevard on the East to the Pacific Ocean on the West.

4. METRO SPECIAL

Metro Special district services the South Central and the west metropolitan Los Angeles area.

5. METRO EAST DISTRICT

Metro East district services portions of the City of Los Angeles, the cities of Bell, Maywood, Vernon, Huntington Park, as well as the unincorporated areas.

The district's boundary touches the city of Monterey Park to the East, extends to the San Bernardino Freeway on the North, to the City of South Gate on the South, and the Golden State Freeway, the Los Angeles River, and Alameda Avenue borders the West. The western boundaries separate the East Los Angeles community from the central and greater Los Angeles area.

6. PASADENA

Pasadena district services the communities of Pasadena, South Pasadena, San Marino, Arcadia, Altadena, Sierra Madre, and Monrovia.

7. SAN GABRIEL VALLEY

San Gabriel Valley district services the communities of Alhambra, San Gabriel, Temple City, and parts of Arcadia, El Monte, Monrovia, Monterey Park, and Rosemead.

8. POMONA

Pomona district services the communities of Pomona, Claremont, San Dimas, La Verne, Glendora, Azusa, Covina, West Covina, Walnut, Diamond Bar, and Rowland Heights.

9. SOUTHWEST SPECIAL

Southwest Special district's boundaries extend from the Los Angeles inner city to the communities of Gardena, Torrance, Redondo Beach, Manhattan Beach, Hermosa Beach, Hawthorne, Inglewood, Playa Del Rey, and Marina Del Rey.

10. SOUTH CENTRAL

South Central district services South Central Los Angeles.

11. SOUTH SPECIAL

South Special district's boundaries are the City of Long Beach, Willowbrook, Huntington Park, Bell, Bell Gardens, Pico Rivera, City of Industry, Hacienda Heights, and Rowland Heights to the North, Orange County to the East, the Pacific Ocean including the Santa Catalina Islands to the South, and Torrance, Gardena, Hawthorne, and Inglewood to the West.

12. GLENDALE

Glendale district services the Glendale area.

13. SAN FERNANDO VALLEY

San Fernando Valley district services the San Fernando Valley and Santa Clarita Valley.

14. LANCASTER

Lancaster district services Lancaster and Palmdale.

The district's boundaries are the San Bernardino County line on the East, the Kern County line on the North, and the Ventura County line on the Northwest.

GROW Service Area and Projected Caseloads

GROW SERVICE AREA	GROW SITE	JRT SITE PROVIDED BY	August 2015 Caseload per GROW Site	August 2015 Caseload Per GROW Service Area
1	San Gabriel Valley	Contractor	2,759	7,784
	Pomona	County	1,498	
	Metro East	County	3,527	
2	Civic Center	Contractor	2,148	7,183
	Metro Special	County	5,035	
3	San Fernando	Contractor	2,734	6,613
	Lancaster	Contractor	3,879	
4	Southwest Special	County	5,293	15,840
	South Central	County	1,997	
	South Special	Contractor	8,550	
5	Rancho Park	County	3,079	5,469
	Wilshire Special	Contractor	2,390	
6	Glendale	Contractor	1,593	2,615
	Pasadena	Contractor	1,022	
	TOTAL		45,504	45,504

Note: This chart reflects the total number of participants in the GROW caseload as of August 2015. Refer to Exhibit B - Technical Exhibit C-4 for Average Monthly Orientation and JRT and JRY attendance by GROW Site. Participants will be assigned to Orientation and JRT/JRY based on an established limit that can be accommodated in the class.

Average JRT Participation in FY 2014-2015																	
Month	Service Area # →	Service Area 1			Service Area 2		Service Area 3		Service Area 4			Service Area 5		Service Area 6		Total per Month	
	Site Name →	San Gabriel	Pomona	Metro East	Civic Center	Metro Special	San Fernando	Lancaster	Southwest Special	South Central	South Special	Rancho Park	Wilshire Special	Glendale	Pasadena		
Jul-14	Scheduled	143	47	153	57	236	99	90	185	87	178	69	158	82	70	1654	
	Showed	78	34	70	34	139	51	48	85	36	62	49	79	46	39	850	
	Completed	70	22	68	18	112	45	43	50	20	45	35	43	41	22	634	
Aug-14	Scheduled	142	62	127	56	256	95	128	156	80	181	70	153	71	68	1645	
	Showed	75	38	59	30	143	51	75	67	22	51	30	71	47	37	796	
	Completed	94	34	59	41	161	61	72	56	26	57	49	78	46	49	883	
Sep-14	Scheduled	125	42	164	62	247	108	133	159	65	197	86	138	64	71	1661	
	Showed	66	20	85	39	127	53	78	66	20	62	36	59	40	45	796	
	Completed	69	23	59	21	118	39	64	57	14	51	21	50	53	32	671	
Oct-14	Scheduled	160	36	176	78	224	80	129	163	48	145	72	147	44	79	1581	
	Showed	89	21	76	46	122	37	80	79	20	44	37	86	22	44	803	
	Completed	58	18	52	31	101	39	74	42	14	49	26	47	32	50	633	
Nov-14	Scheduled	80	18	111	64	188	68	87	125	45	115	44	119	54	53	1171	
	Showed	42	7	45	29	98	23	39	56	24	32	24	56	31	29	535	
	Completed	59	19	56	43	106	22	73	42	20	31	29	80	17	36	633	
Dec-14	Scheduled	188	72	200	103	311	137	149	222	91	216	119	179	103	63	2153	
	Showed	111	45	103	43	159	59	88	105	29	68	56	91	65	41	1063	
	Completed	63	19	56	23	92	42	51	67	20	40	43	56	44	37	653	
Jan-15	Scheduled	84	17	109	68	173	73	75	74	51	83	64	108	53	42	1074	
	Showed	49	11	69	43	106	37	42	37	30	30	22	53	29	17	575	
	Completed	70	21	60	30	117	36	68	42	25	47	30	38	53	22	659	
Feb-15	Scheduled	123	45	158	64	255	79	121	176	67	111	88	141	77	61	1566	
	Showed	57	28	71	40	133	35	63	85	30	28	33	82	45	31	761	
	Completed	34	24	49	37	119	42	50	43	21	18	26	83	41	29	616	
Mar-15	Scheduled	149	53	119	79	194	117	116	161	70	141	70	111	78	59	1517	
	Showed	69	29	57	47	105	44	66	65	33	53	30	60	45	34	737	
	Completed	57	15	51	23	73	12	37	45	14	37	22	42	34	20	482	
Apr-15	Scheduled	106	32	165	94	204	96	139	195	52	121	70	132	67	63	1536	
	Showed	53	15	74	45	108	48	74	72	21	33	25	81	41	30	720	
	Completed	50	22	36	34	85	44	72	43	21	29	24	54	38	28	580	
May-15	Scheduled	132	52	122	84	167	125	103	137	71	109	33	96	62	64	1357	
	Showed	69	25	66	46	85	65	56	45	31	39	17	52	32	34	662	
	Completed	45	14	58	32	80	36	55	33	11	32	20	52	36	29	533	
Jun-15	Scheduled	118	35	170	92	217	98	119	155	45	111	57	114	65	40	1436	
	Showed	68	18	82	46	113	39	66	61	17	42	23	47	42	21	685	
	Completed	51	12	49	39	76	49	56	47	19	32	14	47	31	31	553	
Average	Scheduled	129	43	148	75	223	98	116	159	64	142	70	133	68	61	1,529	
	Showed	69	24	71	41	120	45	65	69	26	45	32	68	40	34	749	
	Show Rate*	53%	57%	48%	54%	54%	46%	56%	43%	41%	32%	45%	51%	59%	55%	49%	
	Completed	60	20	54	31	103	39	60	47	19	39	28	56	39	32	628	
	Completion Rate**	87%	84%	76%	76%	86%	86%	92%	69%	72%	86%	89%	82%	96%	96%	84%	

*Show Rate - calculated based on number of participants who showed up on the first day compared to the number scheduled or referred to the activity.

**Completion Rate - calculated based on number of participants who completed satisfactorily or completed-employed compared to the number who showed on the first day of the activity.

ORIENTATION, JOB READINESS TRAINING (JRT) AND JOB READINESS TRAINING FOR YOUTH (JRY) SCHEDULE

SA	Office	Site	English Frequency	Time	Spanish Frequency	Time	Armenian Frequency	Time
1	San Gabriel	Orientation	Daily	8:30 AM & 1:00 PM	Every other Monday	1:00 PM		
		JRT	Weekly on Monday	8:00 AM & 1:00 PM	Monthly (3 rd Monday)	8:00 AM		
		JRY	Once every 3 weeks on Monday	8:00 AM & 1:00 PM	As requested by County			
	Pomona	Orientation	Daily	8:30 AM & 1:00 PM	Every other Monday	8:30 AM		
		JRT	Weekly on Monday	8:00 AM & 1:00 PM	Monthly (3 rd Monday)	1:00 PM		
		JRY	Once every 3 weeks on Monday	8:00 AM & 1:00 PM	As requested by County			
	Metro East	Orientation	Daily	8:30 AM & 1:00 PM	Every Thursday & Friday	8:30 AM		
		JRT	Weekly on Monday	8:00 AM & 1:00 PM	Monthly, 2 nd /4 th Monday	8:00 AM		
		JRY	Once every 3 weeks on Monday	8:00 AM & 1:00 PM	As requested by County			
2	Civic Center	Orientation	Daily	8:30 AM & 1:00 PM	Monthly (Last Tuesday)	8:30 AM		
		JRT	Weekly on Monday	8:00 AM & 1:00 PM	Monthly (3 rd Monday)	8:00 AM		
		JRY	Once every 3 weeks on Monday	8:00 AM & 1:00 PM	As requested by County			
	Metro Special	Orientation	Daily	8:30 AM & 10:00 AM	Every 2 nd & 4 th Thursday	8:30 AM		
		JRT	Weekly on Monday	8:00 AM & 1:00 PM	Monthly (2 nd Monday)	1:00 PM		
		JRY	Once every 3 weeks on Monday	8:00 AM & 1:00 PM	As requested by County			
3	San Fernando	Orientation	Daily	8:30 AM & 1:00 PM	Every other Monday	8:30 AM	Monthly (1 st Thursday)	1:00 PM
		JRT	Weekly on Monday	8:00 AM & 1:00 PM	Every other month (3 rd Monday)	1:00 PM	Monthly (3 rd Monday)	8:00 AM
		JRY	Once every 3 weeks on Monday	8:00 AM & 1:00 PM	As requested by County			
	Lancaster	Orientation	Daily	8:30 AM & 1:00 PM	Monthly (3 rd Monday)	8:30 AM		
		JRT	Weekly on Monday	8:00 AM & 1:00 PM	Monthly (3 rd Monday)	8:00 AM		
		JRY	Once every 3 weeks on Monday	8:00 AM & 1:00 PM	As requested by County			
4	Southwest Special	Orientation	Daily	8:30 AM & 1:00 PM	Monthly (Last Wednesday)	1:00 PM		
		JRT	Weekly on Monday	8:00 AM & 1:00 PM	Monthly (3 rd Monday)	8:00 AM		
		JRY	Once every 3 weeks on Monday	8:00 AM & 1:00 PM	As requested by County			
	South Central	Orientation	Daily	8:30 AM	Every 2 nd & 4 th Thursday	8:30 AM		
		JRT	Weekly on Monday	8:00 AM & 1:00 PM	Monthly (3 rd Monday)	8:00 AM		
		JRY	Once every 3 weeks on Monday	8:00 AM & 1:00 PM	As requested by County			
	03-South Special	Orientation	Daily (up to 4 sessions)	8:30 AM, 10:00 AM 1:00 pm & 2:30 PM	Every Thursday	8:30 AM		
		JRT	Weekly on Monday	8:00 AM & 1:00 PM	Monthly (3 rd Monday)	8:00 AM		
		JRY	Once every 3 weeks on Monday	8:00 AM & 1:00 PM	As requested by County			
5	Rancho Park	Orientation	Daily	8:30 AM & 1:00 PM	Monthly (1 st Monday)	8:30 AM		
		JRT	Weekly on Monday	8:00 AM & 1:00 PM	Monthly (2 nd Monday)	1:00 PM		
		JRY	Once every 3 weeks on Monday	8:00 AM & 1:00 PM	As requested by County			
	Wilshire Special	Orientation	Daily	8:30 AM & 1:00 PM	Every Tuesday	8:30 AM		
		JRT	Weekly on Monday	8:00 AM & 1:00 PM	Monthly (3 rd Monday)	8:00 AM		
		JRY	Once every 3 weeks on Monday	8:00 AM & 1:00 PM	As requested by County			
6	Glendale	Orientation	Daily	8:30 AM & 1:00 PM	Monthly (1 st Monday)	8:30 AM	Every other Tuesday	8:30 AM
		JRT	Weekly on Monday	8:00 AM & 1:00 PM	Every other month (2 nd Monday)	1:00 PM	Monthly (3 rd Monday)	8:00 AM
		JRY	Once every 3 weeks on Monday	8:00 AM & 1:00 PM	As requested by County			
	Pasadena	Orientation	Daily	8:30 AM	Every other Tuesday	8:30 AM		
		JRT	Weekly on Monday	8:00 AM & 1:00 PM	Monthly (3 rd Monday)	1:00 PM		
		JRY	Once every 3 weeks on Monday	8:00 AM & 1:00 PM	As requested by County			

NOTE: This schedule reflects the regular schedule for Orientation, JRT and JRY at the 14 GROW offices. The English sessions may be skipped when Orientation, JRY and JRY are offered in other languages. Orientation, JRT and JRY are offered by the County in other Threshold Languages as needed. Schedule for other Threshold Languages will be provided to the Contractor in advance prior to being scheduled.

**PRACTICE APPLICATION
INSTRUCTIONS**

(To be read to Participants in their Language)

1. GROW will give you lots of help to find a job. Although we haven't worked with most of you yet in completing job applications, we would like you to try out a little exercise for us. Don't think of this as a test, but as a beginning practice in completing a job application.
2. Please write your name and the date at the top of the Practice Application. Today's date is _____.
3. Do not complete the GAIN Services Worker Number line.
4. Now, for this exercise, pretend you are a job-seeker named Joyce (or James) Rodgers, and that you are being asked to fill out a job application form.

All of the information that you need to complete the application is in the story. Use only this information to complete the Practice Application form.

5. If you want to change your response, use the eraser – but make sure that answer is written clearly. If you have a problem completing the application for any reason, for example vision or reading problems, do the best you can anyway.
6. You will be asked to stop in 15 minutes.

Literacy Screening Tool

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

Your Name _____ Date _____

GAIN Services Worker No. _____

PRACTICE APPLICATION

My name is Joyce or James Rodgers. I live at 1320 Josephine Street in Los Angeles, California. My zip code is 90827 and my phone is (562) 232-5409. MY social Security Number is 925-45-8899 and my Driver's License Number is DA135790.

I have worked at the Johnson Steel Mill since July 19, 1989. The mill is located at 1200 Lynwood Road in Vernon, CA 91321. I graduated from Cougar High School in June, 1988. After I graduated from high school, I worked at the mill full time as a loader for \$4.00 an hour. I received a promotion to a manager in 1992. Since then, I have supervised the shipping department. I am paid \$8.00 per hour.

I need to get another job because the mill is closing. I heard that Philip's Department Store is hiring managers. I want to earn at least \$10 per hour. I will be available to begin work in two weeks.

I	NAME (LAST, FIRST) 1	HOME TELEPHONE NUMBER 2	SOCIAL SECURITY NUMBER 7
	ADDRESS (NUMBER, STREET) 3a	(CITY, STATE AND ZIP CODE) 3b	DRIVER'S LICENSE NUMBER 8
	POSITION DESIRED 5	SALARY DESIRED 6	DATE AVAILABE FOR WORK (MD/Y) 4
II	NAME OF MOST RECENT EMPLOYER 9		
	ADDRESS OF EMPLOYER (NUMBER, STREET) 10a	(CITY, STATE AND ZIP CODE) 10b	
	STARTING POSITION 11	STARTING SALARY 12	
	LAST POSITION 13	LAST SALARY 14	
	DUTIES 17		
	DATES EMPLOYED (MONTH/DAY/YEAR) 16		
	FROM 15 TO		
III	REASON FOR LEAVING 18		
	SCHOOL	NAME	MONTH/YEAR GRADUATED
	HIGH SCHOOL	19	20

GN 6143-1 (04/00)

Literacy Screening Tool

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

PRACTICE APPLICATION - SCORING KEY

	Points
Participant's Name	0
Today's Date	0
1. Rodgers, Joyce or James	5
2. (562) 232-5409	5
3a. 1320 Josephine Street	2.5
3b. Los Angeles, California 90827 (Calif or CA)	2.5
4 In two weeks	5
5. Manager	5
6. \$10.00	5
7. 925-45-8899	5
8. DA 135790	5
9. Johnson Steel Mill	5
10a. 1200 Lynwood Road	2.5
10b. Vernon, CA 91321	2.5
11. Loader	5
12. \$4.00 per hour	5
13. Manager	5
14. \$8.00 per hour	5
15. July 19, 1989	5
16 Present / now / current	5
17. Supervise Shipping	5
18. Mill closing	5
19. Cougar High School	5
20. June 1988	5

GN 6143-3 (04/00)

GROW Participant Orientation Evaluation



GROW Participant Orientation Evaluation

Please provide us with input on your experiences in GROW Orientation.
Rate each area by circling **Y** = Yes; **X** = Neutral; **N** = No.

CLASSROOM

- 1. The classroom was neat and orderly..... **Y X N**
- 2. The classroom environment was pleasant and motivating..... **Y X N**
- 3. Class started on time..... **Y X N**

FACILITATORS

- 1. The Facilitator was:
 - courteous and professional at all times..... **Y X N**
 - knowledgeable and informative..... **Y X N**
 - helpful and willing to answer questions..... **Y X N**
 - approachable and projected a positive mental attitude..... **Y X N**
- 2. DPSS Co-facilitator was:
 - courteous and professional at all times..... **Y X N**
 - knowledgeable and informative..... **Y X N**
 - helpful and willing to answer questions..... **Y X N**
 - approachable and projected a positive mental attitude..... **Y X N**

- 3. I was provided with (check all that apply):
 - GROW Appointment Letter REP Appointment Card
 - Same day appointment with a GROW Services Worker

OVERALL

- 1. GROW Orientation was a positive experience for me..... **Y X N**
- 2. The various GROW employment programs were clearly explained..... **Y X N**
- 3. I am better informed about the GROW program after attending this
Orientation session..... **Y X N**

COMMENTS: _____

GROW Site	Date
Facilitator	<input type="checkbox"/> AM <input type="checkbox"/> PM

JOB READINESS TRAINING EVALUATION

As a participant, your feedback is important to us. Rate each aspect of the workshop on a 1 to 5 scale by circling your response to each item:

1 = Strong disagree 2 = Disagree 3 = Neither agree nor disagree 4 = Agree 5 = Strongly agree

CONTENT

- 1. Workshop objectives and goals were clearly explained 1 2 3 4 5
- 2. Content of workshop was relevant and useful.....1 2 3 4 5
- 3. Materials given are helpful and easy to follow 1 2 3 4 5

FORMAT

- 1. Workshop activities are stimulating and engaging.....1 2 3 4 5
- 2. The timing and pace of the workshop was appropriate.....1 2 3 4 5
- 3. Workshop offered effective strategies for job readiness and job search..... 1 2 3 4 5

FACILITATOR

- 1. Facilitator was knowledgeable on the topics presented..... 1 2 3 4 5
- 2. Facilitator was courteous and professional.....1 2 3 4 5
- 3. Facilitator encouraged questions and allowed time for discussion. 1 2 3 4 5

OVERALL

- 1. I am better prepared for finding a job because of this workshop.....1 2 3 4 5
- 2. I have gained knowledge, tools and resources I can use to
achieve my employment goal1 2 3 4 5
- 3. Overall rating of the GROW Job Readiness Training 1 2 3 4 5

COMMENTS:

What was the most rewarding experience of the GROW Job Readiness Training? Do you have any suggestions for improving this workshop?

GROW Site	Facilitator Name	Date
-----------	------------------	------

DRESS FOR SUCCESS

Appropriate Business Attire

Required classroom clothing for women and men to participate in a job services activity including job search is as follows:

- WOMEN**
- Suit (ideal - however, not all jobs require one)
 - Skirt or slacks, blouse or a dress with blazer type jacket
 - Stockings/nylons (Recommended)
 - Simple jewelry, hairstyle and makeup
 - Low or medium heeled pumps or flats

- MEN**
- Suit or sport coat (ideal - however, not all jobs require one)
 - Dress shirt, slacks
 - Tie, belt, and dress shoes with matching socks (dark colored)

- PERSONAL HYGIENE**
- Bathe
 - Use deodorant
 - Shave
 - Clean and neatly manicured nails
 - Brush teeth
 - Wash and comb hair
 - Clean and iron clothes

- INAPPROPRIATE DRESS**
- Denim - pants, skirts, blouses (any color)
 - Short or mini skirts (must be at least knee length. (A maximum of 1" above the knee)
 - See-through blouses/skirts, low cut or midriff tops
 - Sun dresses, sleeveless dresses, and backless dresses (unless wearing a suit jacket)
 - Large or excessive jewelry (no facial piercings)
 - Tattoos should be covered (if possible)
 - Body marks
 - Extreme hairstyles, color or accessories
 - Leggings (short or long)
 - Any type of shorts
 - Tee shirts
 - Tank tops
 - Slits (6" for skirts)
 - Hats, caps
 - Tennis shoes, platforms, boots above knee, any type of sandals
 - Excessively long and/or decorated nails

Appropriate dress is necessary to participate and be successful in your job search. If you choose not to comply with these guidelines you will be referred to your Case Manager.

I understand the above and agree to abide by the outlined information.

_____ Participant

_____ Date

Revised July 2011

JOB READINESS TRAINING PARTICIPATION AGREEMENT

You will learn how to successfully look for jobs on your own! We will provide you with the tools and techniques available to develop your job search skills into a well thought-out strategy. The following guidelines will be critical to your success. Please take a moment to read them.

1. I will participate and cooperate in the program with full responsibility and professionalism, as I would do with a regular job.
2. I understand my attendance is mandatory, but if an emergency arises and I cannot attend the session, I will notify my trainer before the session starts, and later provide verification of the reason for being absent. I will contact the trainer directly, unless it is impossible for me to do so.
3. I am expected to be on-time at all times. If I know that I cannot avoid being late, I must call to inform the trainer. I will have to provide verification of the reason for being late.
4. I understand that breaks are provided to have a quick refreshment, snack or to use the restroom. I understand that I cannot bring any food or drinks into the class at any time.
5. I will not disrupt, interrupt or disturb this class, or other class sessions.
6. I understand smoking is not allowed on site.
7. I will not be allowed to participate in the program if I appear to be under the influence of alcohol or drugs.
8. I will maintain a positive attitude throughout my participation in the program. I understand that if I become disruptive or verbally abusive to my trainer, classmates, or staff members, I will not be allowed to participate in the class.
9. I understand that the use of telephones at the Resource Center is only for employment-related calls and not for personal purposes.
10. I will not use my cell phone while class is in session (texting, answering, making calls during class is not permitted) and I will put my cell phone on silent mode while in class.
11. I will not bring electronic devices (example: iPod, MP3 player, etc.) that will distract or interfere with the session.
12. I will always dress in professionally appropriate attire - as if I were going on a job interview.

I have read and understood the guidelines and agree to follow them.

Print Participant Name

Participant Signature

Date

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC SOCIAL SERVICES

**GENERAL RELIEF OPPORTUNITIES FOR WORK
PARTICIPANT PROFILE/EMPLOYMENT QUESTIONNAIRE**

Answer all questions and return to GROW Case Manager

Name: _____	Case Number: _____	Date: _____
Address: _____	City: _____	ZIP Code: _____
Phone: _____	Message Phone: _____	
GROW Site: _____	Case Manager File : _____	

EDUCATION (If this information is on resumé, please attach)

1. Last grade completed: _____ High School Diploma or GED: Yes No
2. Vocational certificate or training: Yes No
If yes, what type: _____ Year received: _____
3. College graduate: Yes No If yes, provide major and college
College: _____ Major : _____
Year graduated: _____ 2 Year Degree 4 Year Degree

KNOWLEDGE, SKILLS AND ABILITIES (Check all that apply)

- Assembly Fax/Copier Security
- Clerical Forklift Telemarketing
- Construction Gardening/Landscaping Typing: _____ wpm
- Data Entry Restaurant/Food Preparation Warehouse
- Driver/trucking Retail Sales Windows 97-03/Vista
- Bilingual: Language: _____ Other: _____
- Machines/Equipment: _____
- Hobbies or outside interest: _____

WORK HISTORY

1. Name of employer: _____ Job title: _____
Dates employed: From: _____ to: _____
Address: _____ City: _____ ZIP Code: _____
Duties: _____ Phone: _____ Salary: _____
2. Name of employer: _____ Job title: _____
Dates employed: From: _____ to: _____
Address: _____ City: _____ ZIP Code: _____
Duties: _____ Phone: _____ Salary: _____

Do you have the following:

- Driver's License or California I.D. Social Security Card Resumé

ABP 148 (3/09)

Job Search/Job Retention Test

At the completion of the Job-Readiness Training, participants are expected to have learned the basic skills necessary to conduct successful job-searching activities and maintain employment. Participants should be able to understand the employer's expectations.

Please read the question or statement below and select the correct answer.

1. I have learned the basic skills in searching for employment such as:

- Creating/editing a resumé
- Completing a job application
- Preparing for job interviews
- All of the above
- None of the above

2. Before going on an interview, it is important and good practice to:

- Prepare and have a resumé
- Have references available
- Do a practice interview
- Have good grooming and proper attire
- Research the company
- All of the above
- None of the above

3. Which of the following is an important job skill?

- Working well with others
- Being well organized
- Being able to solve problems with coworkers
- Being at work on time
- All of the above
- None of the above

4. If I am given an assignment or task at work but do not understand the instructions given by my employer, I will:

- Do the work the best I can.
- Ask questions and have the employer explain it further.
- I don't want the employer to find out, so I will pretend I understood the instructions.
- I will wait until the last minute to ask question.

5. Frequent absences create problems for employers and coworkers and are a cause for dismissal.

- True
- False

6. Being consistently late causes problems for everyone because:

- It can delay the work of others.
- Employers depend on employees to be on time to work, after breaks and lunch
- All of the above
- None of the above

7. Which ability is more important to keep your job?

- Work independently
- Work as a team player
- Both abilities are important; working independently or as a team player, it will vary depending on the task.

8. Appropriate work attire is an important part of a job, which means:

- I must review the employer's dress code policy to ensure I do not wear inappropriate clothing.
- I can wear anything I like, even the clothes I wore to a friends' party!

9. Which of these two is the most important to the employer?

- To hire a candidate only to fill a vacancy
- To hire a candidate that has the expertise and skills required for the job
- To hire a candidate who has a positive "can do" attitude and is willing to learn on the job.
- None of the above

10. Which of the following is correct?

- It is important to put accurate and true information on your application.
- It is best to hide negative information about your past, so the employer will not find out about it.

Job Search/Job Retention Skills Test

SCORE SHEET

At the completion of the Job-Readiness Training, participants are expected to have learned the basic skills necessary to conduct successful job-searching activities and maintain employment. Participants should be able to understand the employer's expectations.

Please read the question or statement below and select the correct answer.

1. I have learned the basic skills in searching for employment such as:

- Creating/editing a resumé (3 points)
- Completing a job application (3 points)
- Preparing for job interviews (3 points)
- All of the above (10 points)
- None of the above (0 points)

2. Before going on an interview, it is important and good practice to:

- Prepare and have a resumé (2 points)
- Have references available (2 points)
- Do a practice interview (2 points)
- Have good grooming and proper attire (2 points)
- Research the company (2 points)
- All of the above (10 points)
- None of the above (0 points)

3. Which of the following is an important job skill?

- Working well with others and solving problems with coworkers (3 points)
- Being well organized (3 points)
- Being at work on time (3 points)
- All of the above (10 points)
- None of the above (0 points)

4. If I am given an assignment or task at work but do not understand the instructions given by my employer, I will:

- Do the work the best I can. (5 points)
- Ask questions and have the employer explain it further. (10 points)
- I don't want the employer to find out, so I will pretend I understood the instructions. (0 points)
- I will wait until the last minute to ask question. (0 points)

5. Frequent absences create problems for employers and coworkers and are a cause for dismissal.

- True (10 points)
- False (0 points)

6. Being consistently late causes problems for everyone because:

- It can delay the work of others. (5 points)
- Employers depend on employees to be on time to work, after breaks and lunch (5 points)
- All of the above (10 points)
- None of the above (0 points)

7. Which ability is more important to keep your job?

- Work independently (5 points)
- Work as a team player (5 points)
- Both abilities are important; working independently or as a team player, it will vary depending on the task. (10 points)

8. Appropriate work attire is an important part of a job, which means:

- I must review the employer’s dress code policy to ensure I do not wear inappropriate clothing. (10 points)
- I can wear anything I like, even the clothes I wore to a friends’ party! (0 points)

9. Which of these is the most important to the employer?

- To hire a candidate only to fill a vacancy (5 points)
- To hire a candidate that has the expertise and skills required for the job (5 points)
- To hire a candidate who has a positive “can do” attitude and is willing to learn on the job. (10 points)
- None of the above (0 points)

10. Which of the following is correct?

- It is important to put accurate and true information on your application. (10 points)
- It is best to hide negative information about your past, so the employer will not find out about it. (0 points)

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**General Relief Opportunities for Work (GROW)
Welfare-to-Work Plan
Activity Agreement**

GROW SITE:
ADDRESS:
PARTICIPANT NAME:
CASE NUMBER:

ACTIVITY – HOURS PER WEEK REQUIRED _____

My assigned activity and the date, time and location I am required to report are as follows:

ASSIGNED ACTIVITY	START DATE	TIME	EXPECTED COMPLETION DATE
LOCATION _____			

I understand that by participating and attending the activity listed above, I will be able to take full advantage of the GROW Program to assist me in reaching self-sufficiency.

I understand that, if I am in a Self-Initiated Program (SIP), an education/training program or work experience program, I must provide proof of enrollment. I must also provide proof of satisfactory progress when I receive a Progress Report. I understand the Progress Report will be mailed to me at least every 30 days.

I understand that I have up to 30 days to ask for a change in my activity when I have been assigned after Vocational Assessment. If my GROW Worker agrees to the change, I know I have to sign a new Activity Agreement.

I understand that if I miss my assigned activity my General Relief (GR) cash aid may stop and I might be sanctioned. A sanction means that I lose my GR cash aid and I have to wait to get it back. The waiting period can be 0 days, 30 days or 60 days. If I am sanctioned, DPSS will let me know how long the sanction-waiting period is in another notice.

I understand that my GR will not stop if:
 (1) I have not been on GR cash aid for three months in the past year;
 (2) I make a mistake (am negligent); or
 (3) I have a good reason for not completing my assigned activity.

WORK-RELATED EXPENSES

GROW will pay for work-related expenses such as transportation and training/work related costs if I need them to participate in the program.

I have reviewed my need for work related expenses with my GROW Worker. I understand that I do not have to participate until arrangements are made. I understand that I must tell my GROW Worker right away if my needs change. I understand that if GROW pays for work-related expenses that are more than I need to participate, I will have to pay them back.

SUPPORTIVE SERVICES

I understand that if supportive services are assigned as part of the Welfare-to-Work Plan - Activity Agreement, I am required to participate. I understand that by participating in supportive services I will be able to take full advantage of the benefits GROW Program has to assist me in reaching self-sufficiency.

CERTIFICATION

I understand my Rights and Responsibilities for participating in GROW. I understand that I can contact my GROW Worker with any questions. I understand that I have three days to think about the terms of this Activity Agreement. If I do not tell my GROW Worker about any problems that stop me from participating in this activity by _____, this contract is final.

I have read, or had read to me and understand this Welfare-to-Work Plan - Activity Agreement and have received a copy of it. If I fail to meet my responsibilities without a good reason, my GR benefits may be discontinued.

PARTICIPANT SIGNATURE:	DATE:		
GROW Workers Name:	FILE NUMBER:	TELEPHONE:	DATE:

ABP 1463 (Rev 02/2014)

**GROW JOB READINESS TRAINING CLASSES
WEEKLY ATTENDANCE SHEET FOR PARTICIPANTS SERVED
SITE: _____**

START DATE: _____ START TIME: _____

CASE NUMBER	PARTICIPANT NAME	PARTICIPANT ID	Week 1 Attendance				
			Day 1	Day 2	Day 3	Day 4	Day 5
TOTAL COMPLETED							

CASE NUMBER	PARTICIPANT NAME	PARTICIPANT ID	Week 2 Attendance				
			Day 1	Day 2	Day 3	Day 4	Day 5
TOTAL COMPLETED							

CASE NUMBER	PARTICIPANT NAME	PARTICIPANT ID	Week 3 Attendance				
			Day 1	Day 2	Day 3	Day 4	Day 5
TOTAL COMPLETED							

**GROW JOB READINESS TRAINING FOR YOUTH CLASSES
WEEKLY ATTENDANCE SHEET FOR PARTICIPANTS SERVED
SITE: _____**

START DATE: _____ START TIME: _____

CASE NUMBER	PARTICIPANT NAME	PARTICIPANT ID	Week 1 Attendance				
			Day 1	Day 2	Day 3	Day 4	Day 5
TOTAL COMPLETED							

CASE NUMBER	PARTICIPANT NAME	PARTICIPANT ID	Week 2 Attendance				
			Day 1	Day 2	Day 3	Day 4	Day 5
TOTAL COMPLETED							

CASE NUMBER	PARTICIPANT NAME	PARTICIPANT ID	Week 3 Attendance				
			Day 1	Day 2	Day 3	Day 4	Day 5
TOTAL COMPLETED							

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**General Relief Opportunities for Work (GROW)
Verification of Employment Request**

Participant: _____	GROW Site: _____
Case name: _____	Address: _____
Case number: _____	_____ Zip: _____
Address: _____	Phone: _____ Fax: _____
_____ Zip _____	GROW Worker: _____
Phone: _____	GROW File Number: _____

You must provide proof of your current employment. If possible, please obtain a letter from your employer on company's letterhead that says:

1. Date you became employed
2. Number of hours you work each week
3. Hourly wage
4. How long the employment is expected to last
5. Your job title
6. Name, address and telephone of the person providing the information

If you are unable to get a letter from your current employer, your employer may fill out the bottom of this form. You may mail or return this form to the address listed above.

You must return proof or this letter to me by _____.

If you do not return proof or this letter your GR cash aid may stop and you may be sanctioned.

A sanction means that you lose your GR cash aid and you have to wait to get it back. The waiting period can be 0 days, 30 days or 60 days. If you are sanctioned, we will let you know how long your sanction waiting period is in another notice.

Your GR will not stop if:

1. You have not been on GR cash aid for three months in the past year;
2. You make a mistake (are negligent); or
3. You have a good reason for not providing proof of you current employment.

GROW might help you pay for transportation until you receive your first paycheck. In addition, if you are employed, you may request Post Employment Services. Ask your GROW Worker for information. If you have any questions, call the number listed above.

I authorize the release of the information requested below to Los Angeles County, DPSS.

Participant's Signature: _____ Date: _____

Name of Employee:	Job Title:
First day of employment:	Weekly hours:
Salary:	Hourly: Weekly: Monthly:
Employer name:	Industry:
Address:	City: Zip:
Is employment: Permanent [] Temporary [] Full-time [] Part-time []	
If temporary, when is it expected to end?	
Name of person completing this form: _____	
Job Title:	Telephone number: ()
Signature:	Date:

ABP 152 (02/2014)

**GROW JOB SERVICES
MONTHLY MANAGEMENT REPORT**

REPORT MONTH: _____ **CONTRACTOR:** _____

SITE: _____

DATA TO BE REPORTED

Orientation

- Number of sessions scheduled
- Total number of sessions started
- Number of participants scheduled
- Number of participants shows
- Number of participants dropped out
- Number of participants no-shows
- Number of participants completes
- Number of participants referred back to Case Manager:
- Number of participants referred for Supportive Services (specify):

JRT/JRY Data reported must be for each JRT/JRY provided

- Number of sessions scheduled
- Total number of sessions started
- Number of participants scheduled
- Number of participants starts
- Number of participants who completed the first week
- Number of participants who completed the second week
- Number of participants who completed the third week
- Number of participants dropped out
- Number of participants no-shows
- Number of participants completes
- Number of participants referred back to Case Manager:
- Number of participants referred for Supportive Services (specify):
- Number of Job Placements 20 hours or more
- Number of Job Placements less than 20 hours

OTHER DATA TO BE REPORTED

- Participant success stories
- Number/Percentage of participant feedback sheets completed per component, including Analyses of Participant Evaluations Collected
- Information on Job Development/Job Fairs/Recruitment and other Outreach Activities
- Use of community and outside resources
- Complaints received and their outcomes/resolution
- Training provided to Contractor staff, including new staff hired
- Provide hourly rate for job placements
- Provide job category (industry) for job placements
- Any GROW site issues/concerns

NOTE: Supporting documentation must accompany all reported data as verification.

General Relief Opportunities for Work *Certificate of Completion*

is presented to

*for successfully completing a Job Readiness Training
Program that includes:*

*Employer Expectations
Resume Writing
Interviewing Techniques*

*Goal Setting
Job Retention
Communication*

Date

Facilitator

Agency

Civil Rights Resolution Agreement Requirements and Forms

**CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS
FOR CONTRACTORS/VENDORS**

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into ***an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services Region IX*** placing new requirements on DPSS and DPSS' Contractors. As part of those requirements, DPSS will expand its role in training Contractor staff that works with DPSS CalWORKs Participants, on Civil Rights requirements.

Contractors shall comply with the terms of ***the Resolution Agreement*** as directed by DPSS, which includes but is not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training.
- Ensuring notices sent to participants are in their respective primary language.
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants.
- Maintaining records and record retention of all Civil Rights related correspondence to Participants.

Civil Rights Resolution Agreement Requirements and Forms

CIVIL RIGHTS TRAINING REPORT

Contractor: _____

Address: _____

Contractor Manager: _____

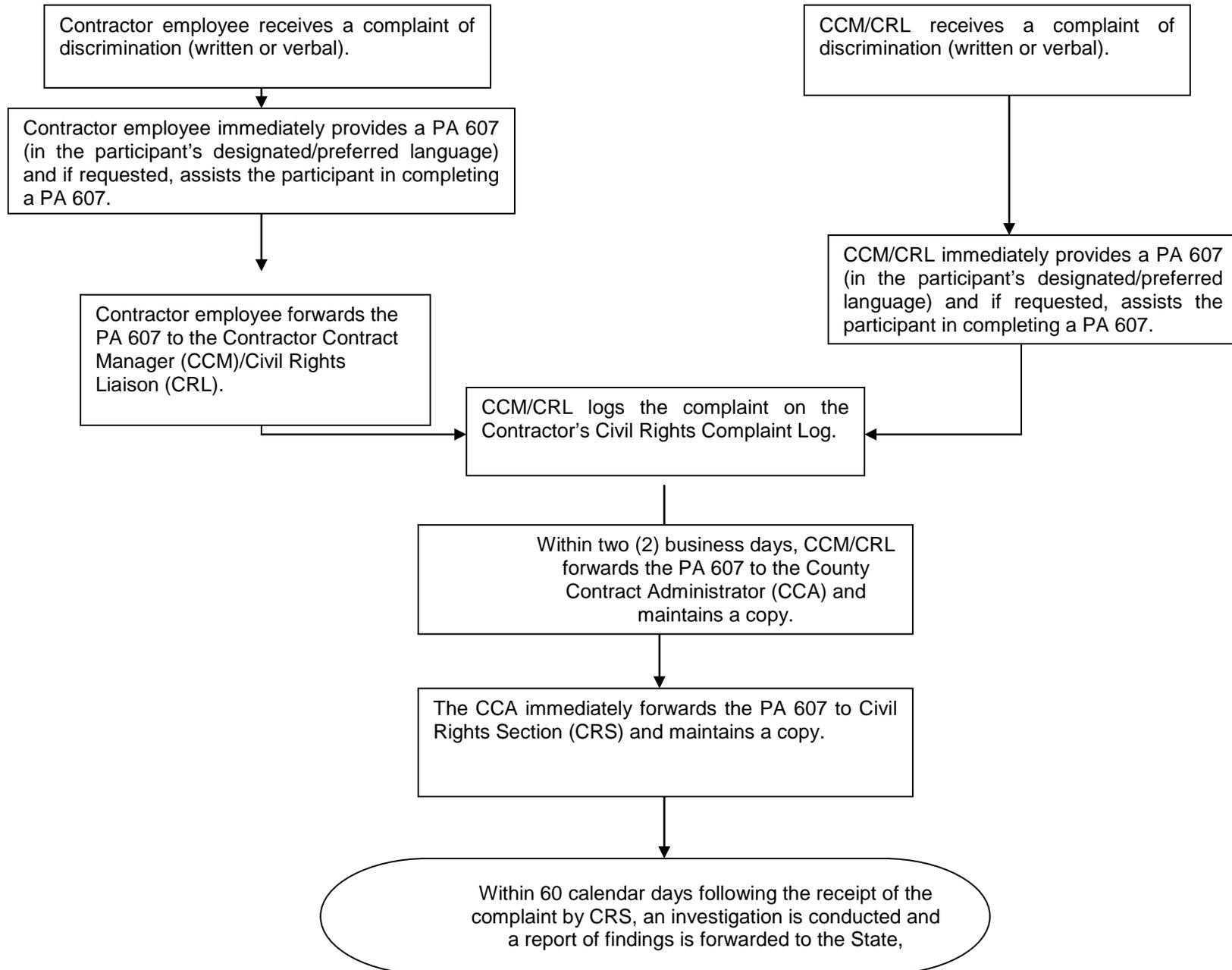
Phone Number: _____

Number of staff who attended Civil Rights Training: _____

Date of Civil Rights Training: _____

Miscellaneous Information: _____

Civil Rights Resolution Agreement Requirements and Forms CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS



Civil Rights Resolution Agreement Requirements and Forms

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME:

CASE NUMBER:

I, _____, hereby file this complaint of discriminatory treatment
(Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my:

Grid of checkboxes for discrimination categories: RACE, NATIONAL ORIGIN, MARITAL STATUS, POLITICAL AFFILIATION, DISABILITY, RELIGION, AGE, SEXUAL ORIENTATION, ETHNIC GROUP IDENTIFICATION, SEX, COLOR, DOMESTIC PARTNERSHIP.

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

CONSENT GRANTED - By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations.

CONSENT DENIED - I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.

(SIGNATURE) (DATE) ADDRESS: _____

PA - 607 (REVISED 06/11) TELEPHONE: _____

EMPLOYMENT AND TRAINING PARTICIPANT LIST

GUIDELINES/INSTRUCTIONS

The information collected in the report will be used to facilitate DPSS' claiming process by identifying and separating CalFresh and Non-CalFresh costs.

Contractor shall submit this monthly report (in Excel format) to Contract Management Division by the tenth day of the month following the service month.

Below are the steps to be followed when completing this report:

Step 1:

Enter the report month in the designated space – the month/year services were received.

Step 2:

Enter agency's name, contract number and contract name.

Step 3:

Complete the chart with the following information:

1. Case Number – DPSS Case number for GROW participants
2. Last Name – GROW participant's last name
3. First Name – GROW participant's first name
4. Service Start Date – the beginning date when GROW participant received services
5. Service Type: Include one of the following relevant to the services you provide:
 - OAP – Orientation
 - JRT – Job Readiness Training
 - JRY – Job Readiness Training for Youth
 - COR – Career Opportunities for Opportunities Resources & Employment
 - PTS – Pathways to Success
 - CAC – Computer Application Class
 - OPS – Office Occupations
 - STT – Short Term Training
 - SOT – Security Officer Training
 - CLA – Clinical Assessment (DMH)
 - VAF – Vocational Assessment (Full)
 - VAP – Vocational Assessment (Partial)
6. GROW Site Number – DPSS GROW site affiliated with the participant's case
7. Contract Identifier (Contract number, year and month) – enter this information in the following format: Contract number - One digit for the year & two digits for the month (e.g., MHS09001-510)
8. Vocational Assessment Provider Number – to be completed for GROW Vocational Assessment Services contract only.

APPENDIX C
SAMPLE RFP CONTRACT



CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW)
JOB SERVICES

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

SECTIONS	TITLE	PAGE
RECITALS	
1.0	APPLICABLE DOCUMENTS	
2.0	DEFINITIONS	
3.0	WORK	
4.0	TERM OF CONTRACT	
5.0	CONTRACT SUM	
5.1	Maximum Contract Amount	
5.2	No Payment for Services Provided Following Expiration-Termination of Contract	
5.3	Basic Compensation	
5.4	Job Placement Bonus	
5.5	Invoices and Payments.....	
5.6	Job Placement Performance Deductions.....	
5.7	Job Placement Monitoring	
5.8	Quarterly Reconciliation for Actual Cost – Public/Government Agencies	
5.9	Unspent Funds – Non-Profit Agencies.....	
6.0	ADMINISTRATION OF CONTRACT- COUNTY	
6.1	County Contract Director	
6.2	Supervising County Contract Administrator	
6.3	County Contract Administrator	
6.4	County’s Contract Program Manager.....	
6.5	Contract Program Monitor.....	
6.6	Administrative Assistant II.....	
7.0	ADMINISTRATION OF CONTRACT-CONTRACTOR	
7.1	Contractor’s Manager	
7.2	Approval of Contractor’s Staff	
7.3	Contractor’s Staff Identification	
7.4	Background and Security Investigations	
7.5	Confidentiality	
8.0	STANDARD TERMS AND CONDITIONS	
8.1	Amendments.....	
8.2	Assignment and Delegation	
8.3	Authorization Warranty	
8.4	Budget Reductions	

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.5	Complaints.....	
8.6	Compliance with Applicable Law	
8.7	Compliance with Civil Rights Laws	
8.8	Compliance with the County's Jury Service Program	
8.9	Conflict of Interest.....	
8.10	Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List	
8.11	Consideration of Hiring Gain-Grow Participants	
8.12	Contractor Responsibility and Debarment	
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	
8.15	County's Quality Assurance Plan.....	
8.16	Damage to County Facilities, Buildings or Grounds.....	
8.17	Employment Eligibility Verification	
8.18	Facsimile Representation	
8.19	Fair Labor Standards	
8.20	Force Majeure.....	
8.21	Governing Law, Jurisdiction, and Venue.....	
8.22	Independent Contractor Status	
8.23	Indemnification.....	
8.24	General Provisions for all Insurance Coverage.....	
8.25	Insurance Coverage	
8.26	Liquidated Damages.....	
8.27	Most Favored Public Entity	
8.28	Nondiscrimination and Affirmative Action.....	
8.29	Non Exclusivity	
8.30	Notice of Delays.....	
8.31	Notice of Disputes.....	
8.32	Notice Employees Regarding the Federal Earned Income Credit.....	
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law	
8.34	Notices.....	
8.35	Prohibition Against Inducement or Persuasion	

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.36	Public Records Act	
8.37	Publicity	
8.38	Record Retention and Inspection-Audit Settlement	
8.39	Recycled Bond Paper	
8.40	Subcontracting.....	
8.41	Termination for Breach of Warranty to Maintain Compliance with the County’s Child Support Compliance Program.....	
8.42	Termination for Convenience	
8.43	Termination for Default	
8.44	Termination for Improper Consideration	
8.45	Termination for Insolvency.....	
8.46	Termination for Non-Adherence of County Lobbyist Ordinance.....	
8.47	Termination for Non-Appropriation of Funds.....	
8.48	Validity	
8.49	Waiver.....	
8.50	Warranty Against Contingent Fees	
8.51	Warranty of Compliance with County’s Defaulted Property Tax Reduction Program.....	
8.52	Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program	
8.53	Time off for Voting	
9.0	UNIQUE TERMS AND CONDITIONS.....	
9.1	Audit Settlement	
9.2	Child/Elder Abuse/Fraud Reports	
9.3	Collective Bargaining Agreement	
9.4	Compliance with Auditor-Controller Contract Accounting and Administration Handbook.....	
9.5	Health Insurance Portability and Accountability Act of 1996 (“HIPPA”)	
9.6	Local Small Business Enterprise(SBE) Preference Program.....	
9.7	Ownership of Materials, Software and Copyright.....	
9.8	Patent, Copyright and Trade Secret Indemnification	
9.9	Shred Documents	
9.10	Contractor’s Charitable Activities Compliance	
9.11	Data Destruction	
	SIGNATURES	

**SAMPLE CONTRACT PROVISIONS
TABLE OF CONTENTS**

STANDARD EXHIBITS

A	STATEMENT OF WORK (NOT ATTACHED TO SAMPLE)
B	PROPOSED CONTRACTOR'S BUDGET (NOT ATTACHED TO SAMPLE)
C	CONTRACTOR'S PROPOSED INVOICE
D	CONTRACTOR'S EEO CERTIFICATION
E	COUNTY'S ADMINISTRATION
F	CONTRACTOR'S ADMINISTRATION
G	CONTRACTORS ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
G-1	CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
G-2	CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
G-3	CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
H	JURY SERVICE ORDINANCE
I	SAFELY SURRENDERED BABY LAW
J-N	INTENTIONALLY OMITTED
O	CHARITABLE CONTRIBUTIONS CERTIFICATION
P	CONTRACTOR'S NON-DISCRIMINATION IN SERVICE CERTIFICATION
Q	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION – LOWER TIERED COVERED TRANSACTION (45 C.F.R. 76)
R	CERTIFICATION OF NO CONFLICT OF INTEREST
S	FAMILIARITY OF COUNTY LOBBYIST ORDINANCE CERTIFICATE
T	ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
U	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM & APPLICATION FOR EXCEPTION
V	IRS NOTICE 1015 – EARNED INCOME CREDIT
W	DEFAULTED PROPERTY TAX REDUCTION PROGRAM
X	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
Y	CRIMINAL CONVICTION INFORMATION NOTICE AND CERTIFICATION

Sample Contract

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND**

**FOR
GENERAL RELIEF OPPORTUNITIES FOR WORK
JOB SERVICES**

This Contract (“Contract”) made and entered into this 1st day of January, 2017 by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as “Contractor”. _____ is located at _____.

RECITALS

WHEREAS, Section 17000.6(f) of the Welfare and Institutions Code permits counties to continue the General Relief Mandate relief grant level if they provide a mandatory Welfare-to-Work Program equivalent to that provided to CalWORKs recipients; and

WHEREAS, this Contract is further authorized by California Government Code Section 26227 and 31000, Welfare and Institutions Code, Section 11320 et. Seq.; and

WHEREAS, Contractor desires to provide the General Relief Opportunities for Work (GROW) Job Services and is qualified by reason of experience, preparation, organization, staffing and facilities to provide the required GROW Job Services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, O, P, Q, R, S, T, U, V, W, X, and Y are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Contractor Acknowledgement & Confidentiality Agreements
 - G-1 Contractor Acknowledgement And Confidentiality Agreement
 - G-2 Contractor Employee Acknowledgement And Confidentiality Agreement
 - G-3 Contractor Non-Employee Acknowledgement And Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J-N Intentionally Omitted
- 1.11 EXHIBIT O - Charitable Contributions Certification
- 1.12 EXHIBIT P - Contractor's Non-discrimination in Service Certification
- 1.13 EXHIBIT Q - Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tiered Covered Transaction (45 C.F.R. 76)

- 1.14 EXHIBIT R - Certification of No Conflict Of Interest
- 1.15 EXHIBIT S - Familiarity of County Lobbyist Ordinance Certificate
- 1.16 EXHIBIT T - Attestation of Willingness To Consider Gain/Grow Participants
- 1.17 EXHIBIT U - County of Los Angeles Contractor Employee Jury Service Program Certification Form & Application For Exception
- 1.18 EXHIBIT V - IRS Notice 1015 – Earned Income Credit
- 1.19 EXHIBIT W - Defaulted Property Tax Reduction Program
- 1.20 EXHIBIT X - Certification of Compliance with the County’s Defaulted Property Tax Reduction Program
- 1.21 EXHIBIT Y - Criminal Conviction Information Notice and Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to subparagraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Acceptable Quality Level (AQL):** The minimum performance percent that can be accepted and still meet the Contract Standard for satisfactory performance.
- 2.2 **Ancillary Expenses:** Ancillary or work-related expenses provided to Participants as needed, to enable them to participate in GROW activities and/or accept employment opportunities. This includes transportation and other employment related needs, including, but not limited to clothing, uniform, shoes, tools, etc. Education and training costs such as books, fees and supplies, are also available.
- 2.3 **Barriers:** Personal or other problems/issues that interfere with participation in the Welfare-to-Work program and employment. Barriers can be temporary or long term.

- 2.4 **Board of Supervisors:** The Board of Supervisors is the governing body of the County of Los Angeles.
- 2.5 **Business Days:** For the purpose of this Contract, business days shall be defined as Monday through Friday.
- 2.6 **CalFresh Employment & Training Program:** Is California's employment and training program for Non-Assistance CalFresh applicants and recipients. The Program was developed to comply with federal legislation which requires States to establish employment and training programs for persons in receipt of Supplemental Nutrition Assistance Program (SNAP) benefits.
- 2.7 **Career Goal Plan:** Is an action plan where participants can identify their long and short-term occupational goals, as well as their educational and training goals. (Refer to Statement of Work (SOW),)
- 2.8 **Case Number:** A unique seven-digit number that identifies a participant's GR DPSS record. The number may or may not have a four-digit prefix designating the responsible County and an aid category.
- 2.9 **Clothes Boutique:** Is a designated area/room that stores quality, new and recycled men's and women's professional attire and accessories for participants, who cannot afford professional attire while attending Job Readiness Training (JRT)/Job Readiness Training for Youth (JRY) and/or seeking employment. Los Angeles County Office of Education (LACOE), DPSS Program Support Contractor, provides clothing for the Clothes Boutique through its partnership with "Clothes The Deal."
- 2.10 **Contract:** This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.11 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.12 **Contract Discrepancy Report (CDR):** A report used by the Quality Assurance Evaluator to record Contract information regarding discrepancies or problems with Contractor's performance. If Contractor's performance is determined to be unsatisfactory, the County Contract Administrator (CCA) is required to forward the CDR to Contractor for a response.
- 2.13 **Contract Management Division (CMD):** The Department of Public Social Services' (DPSS) division responsible for the Contract.

- 2.14 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.15 **Contract Program Monitor (CPM):** The person designated by County with responsibility to monitor, audit and evaluate any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.16 **Contractor's Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.17 **Contractor Quality Control Plan:** Those actions taken by Contractor to ensure that delivery of services is in conformance with the requirements of the Statement of Work.
- 2.18 **County Quality Assurance Plan:** Those actions taken by County to check goods or services listed on the Performance Requirement Summary (PRS) to determine that the Contractor meets the requirements of the Statement of Work.
- 2.19 **County Contract Administrator (CCA):** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.20 **County Contract Manager (CCM):** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the CCA.
- 2.21 **County Contract Program Manager (CCPM):** Person designated by the Bureau of Program and Policy (BPP) to address the program and policy aspects of the Contract and for receiving the Monthly Management Report for statistical data, and investigating and responding to user complaints.
- 2.22 **County Office of Education:** The Los Angeles County Office of Education (LACOE).
- 2.23 **County's Information Technology Division (ITD):** The County's division responsible for providing technical support to DPSS.
- 2.24 **County's Eligibility Systems Division:** The County's division responsible for providing Leader Replacement System (LRS) and Maintaining Preparing and Producing Executive Reports (MAPPER) system support to DPSS.
- 2.25 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.26 **Department of Public Social Services (DPSS):** The County department responsible for providing social and financial services to

eligible persons in the County of Los Angeles. This department is required by the California Department of Social Services (CDSS) to provide services which assist recipients of CalWORKS and GR to qualify for, locate and retain appropriate unsubsidized employment through the GAIN/GROW Programs.

- 2.27 **Director:** The Director of DPSS, County of Los Angeles, or his/her authorized representative(s).
- 2.28 **Earned Income Tax Credit (EITC):** A federal tax credit issued as a payment to low to moderate income workers as encouragement to work.
- 2.29 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.30 **Flex:** Concurrent Job Readiness Training or supervised job search provided concurrently with another activity, or to supplement a participant's part-time job that is less than 20 hours per week.
- 2.31 **Full-Time Employment:** Working at least 32 hours per week, in a job which pays a salary that at least equates to the federal minimum wage, or the State minimum wage, whichever is higher.
- 2.32 **General Educational Development (GED) Level:** The educational level attained through formal or informal learning in lieu of a high school diploma.
- 2.33 **General Relief (GR):** A County-funded program that provides assistance to indigent adults who are ineligible for federal or State programs.
- 2.34 **General Relief Opportunities for Work (GROW) Program:** An employment services program with the goal of preparing Los Angeles County employable GR recipients and volunteers to seek and obtain full-time unsubsidized employment.
- 2.35 **GROW Participants:** GR participants who, through participation in GROW, are offered a wide range of services designed to help them transition from welfare dependency to employment. Throughout this Contract, participant(s) refers to GROW participant(s).
- 2.36 **GROW Case Manager:** DPSS staff who directly provide case management services to GROW Participants.
- 2.37 **GROW Site:** There are 14 GROW Sites that serve 14 GR districts located throughout County of Los Angeles.
- 2.38 **Job Developer:** Contractor and/or County staff who assist participants in finding employment by networking with local businesses to locate employment opportunities, referring participants

to employers with job openings that match their qualifications, and disseminating job opening information to County/contracted staff.

- 2.39 **Job Development Services:** An activity consisting of 1) the identification and creation of employment opportunities for participants, and 2) employment-seeking assistance provided to the participant, on a one on one basis, by a person who has been trained or has experience as an employment counselor.
- 2.40 **Job Placement:** The initial employment of a participant in a particular full-time or part-time job which pays a salary that at least equates to the federal minimum wage, or the State minimum wage, whichever is higher.
- 2.41 **Job Placement Rate:** The Job Placement Rate shall be the ratio of the Job Placement count to the number of participants who started the Job Readiness Training/Job Readiness Training for Youth each month. The monthly rate shall be calculated by dividing the Job Placement Count by the number of participants who started the Job Readiness Training/Job Readiness Training for Youth. The “placement window,” begins on the first day of the Job Readiness Training session and ends 60 days following the start date of the Job Readiness Training.
- 2.42 **Job Readiness Training (JRT):** A three-week, 20 hours per week, and four hours per day activity, consisting of one week job skills workshop and two weeks of supervised/structured daily job search and job development activities. The goal of Job Readiness Training is for participants to search for and obtain employment.
- 2.43 **Job Readiness Training for Youth -** A customized three-week, 20 hours per week, and four hours per day activity consisting of a one-week job skills workshop and two weeks of directed and intense job search activities designed specifically for Transition Age Youth (TAY) participants, ages 18-24 years old, to help them acquire the skills needed to find and obtain employment.
- 2.44 **Job Services:** Services for Orientation and JRT as specified under this Contract.
- 2.45 **LEADER Replacement System (LRS):** A web-based system that replaced and integrated the functionality of multiple systems such as LEADER, GAIN Employment Activity and Reporting System (GEARS-GAIN system), and MAPPER (GROW system).
- 2.46 **MAPPER (Maintaining Preparing and Producing Executive Reports):** A computer system used to create; update and track the participation of GROW participants and store Participant’s information, while maintaining a high degree of data integrity.

- 2.47 **Master Application:** A document that serves as a template where all the relevant data such as name, address, education, and previous work history that is found on most job applications is stored and from which a person can later copy information from when submitting job applications.
- 2.48 **Master Resume:** A document that lists and describes the individual's experience, accomplishments, and training. Master resumes allow an individual to organize the different sections of the resume in a clear way, and provides flexibility to change information and customize it for a specific job the person is applying for.
- 2.49 **Monthly Management Report (MMR):** A group of reports provided monthly by the CCM to the CCA. The MMR provides details of the contract functions performed. Format and content of the management report must be approved by County.
- 2.50 **Orientation:** Orientation is a one to two hour presentation that provides Participants with an overview of the GROW Program, its services, participation requirements, and the benefits of employment. Attending Orientation is a condition of GR eligibility.
- 2.51 **Outcome Measure:** Result, accomplishment, or impact of a social service program; e.g., what change took place in the participant, and did the participant obtain employment?
- 2.52 **Output Measure:** A measure of service volume; the amount of service or product produced by a contractor; the number of participants that complete treatment or receive full complement of services.
- 2.53 **Part-Time Employment:** Working a minimum of 20 hours but less than 32 hours per week in a job for wages which would at least equate to the federal minimum wage or to the State minimum wage, whichever is higher.
- 2.54 **Performance Indicators:** Characteristics which can be identified objectively to establish the performance of activities and services to the required standards.
- 2.55 **Performance Measures:** May be either an Outcome Measure or an Output Measure, or a combination of both.
- 2.56 **Performance Requirements Summary Chart (PRS):** Identifies and summarizes the key performance indicators of the Contract that will be evaluated by County to assure Contract performances are met by Contractor and is set forth in Exhibit B - Technical Exhibit 1.
- 2.57 **Quality Assurance Monitoring Plan (QAMP):** The plan developed by the County, specifically for this Contract, to monitor compliance with the Contract.

- 2.58 **Regional Occupational Program (ROP):** Provides occupational and career preparation services to prepare youth (16 years of age and older) and adults for successful careers in response to the needs of the local labor market. The Los Angeles County ROP is a collaborative of the LACOE and members Districts.
- 2.59 **Resource Center:** An area with computers, telephones, fax machines, and publication/bulletin boards that is accessible to the GROW Participants to conduct their job search activities. The Resource Room includes information for referrals to other types of assistance and resources that will help participants remove barriers to employment.
- 2.60 **Self-Sufficiency:** A level at which participants have the skill and ability to be economically independent and obtain a steady source of income, which removes the need for welfare assistance.
- 2.61 **Service Area:** The 14 GROW sites are divided into 6 Service Areas in order to divide the GROW caseload.
- 2.62 **Standard:** The acceptable level of performance set in this Contract for Contractor's performance of service or activity. These standards are set forth in Exhibit B - Technical Exhibit 1.
- 2.63 **Supervised Job Search:** An organized method of seeking work which may include: accessing the phone banks, the internet, job orders and direct referrals to employers in a clean and well lighted place, which is overseen, reviewed and critiqued by a person who has been trained or has experience as an employment counselor.
- 2.64 **Supportive Services:** Services available to participants to enable them to participate in GROW activities such as Mental Health, Substance Abuse and Domestic Violence. Other supportive services include Homeless Court and Expungement, which assist eligible participants in clearing criminal backgrounds that may affect their ability to find employment.
- 2.65 **Unsupervised Job Search:** An activity in which the participant independently seeks employment and is required to make periodic progress reports.
- 2.66 **Welfare Fraud:** The willful and criminal deception intended to obtain funds from County. The most common type of fraud is the participant's failure to report his/her income. This included earnings from employment and unearned income; e.g., child support, unemployment benefits, disability benefits, etc.
- 2.67 **Workforce Investment Act (WIA):** The Workforce Investment Act (WIA) of 1998 provides the framework for a unique national

workforce preparation and employment system designed to meet both the needs of the nation's businesses and the needs of job seekers and those who want to further their careers. Participants are eligible for and are encouraged to utilize WIA services.

- 2.68 **Work Source/One-Stops Centers:** Full-service career centers located throughout the County. They provide access to job listings, help with preliminary skill assessments, information about local education and training providers, current labor market information, and help with filing claims for unemployment insurance. Most WorkSource centers have technology resource centers with phones, fax machines, computers, and copiers.
- 2.69 **Volunteer Participants:** GR participants who, due to physical/mental health disabilities, advanced age (60 or older), or other reasons that prevent their participation in work activities, are not required to participate in GROW, but who opt to participate on a voluntary basis. Volunteers are not subject to financial penalties or time limits.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.3 Contract shall serve the following GROW Service Area(s):

SERVICE AREA	GROW SITES
1	San Gabriel, Pomona, Metro East
2	Civic Center, Metro Special
3	San Fernando, Lancaster
4	Southwest Special, South Central, South Special
5	Rancho Park, Wilshire
6	Glendale, Pasadena

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a three year period effective January 1, 2017 through December 31, 2019, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3 The Contractor shall notify DPSS when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

5.1 Maximum Contract Amount

The maximum compensation amount for the three-year term of January 1, 2017 through December 31, 2019 is \$_____, including \$_____ for bonuses (Maximum Contract Amount).

Each Fiscal Year (FY) is subject to the following Annual Maximum Amounts:

	<u>Services</u>	<u>Bonus</u>
FY 2016-17 (Jan 1, 2017 – June 30, 2017):	\$_____	\$_____
FY 2017-18 (July 1, 2017 – June 30, 2018):	\$_____	\$_____
FY 2018-19 (July 1, 2018 – June 30, 2019):	\$_____	\$_____
FY 2019-20 (July 1, 2019 – Dec 31, 2019):	\$_____	\$_____

5.1.1 Contractor shall not be reimbursed by County for any expenditures that exceeds the Annual Contract Amount and the Maximum Contract Amount, and these expenditures shall become the Contractor's fiscal responsibility.

5.1.2 CalFresh Employment & Training funds are used to partially fund this Contract. To maintain the integrity of the Federal Fiscal Year (FFY), only costs incurred from October 1st through September 30th of each FFY, will be reimbursed for this Contract period.

5.1.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for

any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.1.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to DPSS CCA at the address herein provided in Exhibit E - County's Administration.

5.2 No Payment for Services Provided Following Expiration-Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.3 Basic Compensation

The fixed monthly fee for Orientation and Job Readiness Training as set forth in Exhibit B, Contractor Line Item Budgets, shall be as follows:

GROW SERVICE AREA	ORIENTATION & JRT	TOTAL MONTHLY FIXED FEE

Payments for Orientation and JRT/ JRY services will be made monthly in GEARS provided that Contractor is not in default under any provisions of the Contract and has submitted a complete and accurate invoice, with documentation attached, supporting the invoice.

5.3.1 In the event, the County determines that based on the GROW participant caseload, the number of Orientation and JRT/JRY class sessions described in Exhibit A - SOW, shall be reduced, the basic compensation fixed monthly fee, shall be reduced accordingly. A contract amendment shall be executed to reduce the Maximum Contract Amount, the Maximum Annual Amounts and the fixed monthly fee.

5.4 Job Placement Bonus

5.4.1 Contractor shall be eligible for a quarterly bonus payment for job placements as follows:
\$250 quarterly bonus for each placement above 30% per GROW Site.

The Sample Bonus Invoice, Exhibit C, shall be used to submit an invoice for the bonuses. Documentation for all placements shall accompany the Bonus Payment Invoice which includes, but is not limited to, the name and case number of the participants placed into employment and verification of employment. The participant must be employed, working at least 20 hours per week, in a job which pays the federal minimum wage, or the State minimum wage, whichever is higher. The "placement window," begins on the first day of the JRT/JRY session and ends 60 days following the start date of JRT/JRY.

5.4.2 In the event any of the participants for which the bonus payment was received, becomes unemployed in less than 30 days from the employment start date, a fiscal deduction of \$50 shall be assessed for each Participant.

5.4.2.1 Contractors are required to track participants and provide the County with verification that participants, for which the bonus payment was received, are still employed after 30 days from the employment start date.

5.4.3 Bonus Funds for Government Agencies

The Job Placement Bonus funds earned by Contractors who are Government Agencies shall be used to expand or enhance GROW Job Services as follows:

- 5.4.3.1 Contractor is eligible to earn the Job Placement quarterly bonus payment contingent upon Contractor's plan to use the bonus funds to expand and/or enhance services to participants. The payment will only be paid for special projects or program enhancements that are consistent with the scope of this Contract, under the following conditions.
- a. Contractor must provide a short, written special purpose expenditure proposal to submit for County approval along with the Bonus Invoice by the 15th calendar day of the following month after the end of the quarter.
 - b. Contractor must receive prior County approval of the special project or program enhancement use of Bonus funds.
 - c. Payment for this special project or program enhancement shall not exceed the amount earned as credit and will be processed within 30 days after the expenditure proposal approval.

5.4.4 Job Placement Bonus payments are not subject to the Section 5.9, Unspent Funds – Non-Profit Agencies.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, SOW. The Contractor shall prepare and submit an original and one copy of the monthly invoice of Orientation and JRT/JRY services, Exhibit C, Sample Monthly Invoice, to the Invoice CCA designated in Exhibit E, Contract Administration - County. Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be provided in Section 5.3, hereunder Basic Compensation and Section 5.4 Job Placement Bonus.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Subsection 5.3 Basic Compensation.
- 5.5.3 Each invoice shall be supported by attendance logs and any other back-up documentation to validate the invoice

amount. The documentation of Orientation and JRT/JRY services shall include, but not limited to, the following:

- Monthly Management Report (Exhibit A, Statement of Work, Technical Exhibit 17).
- Employment and Training Participant List (Exhibit A, Statement of Work, Technical Exhibit 20). Contractor shall submit the Employment and Training list until LRS is fully implemented. Once LRS is fully implemented and the Contractor is able to access the GROW Class Attendance Report via LRS, the report should be included with the monthly invoice instead of Employment and Training Participant List, as indicated in Subsection 5.5.4 below.

Note: Contractor shall submit the electronic version (Excel Format) of the Employment and Training List via email to the invoicing CCA listed on Exhibit E by the 10th calendar day of the month following the month of service. The original hard copy of the form shall be submitted with the invoices as indicated in Subsection 5.5.4 below.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

All invoices under this Contract shall be submitted in two (2) copies to the Invoicing CCA listed on Exhibit E.

5.5.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the CCA prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.6 County may delay the last payment due hereunder up to six months after the termination of the Contract. Contractor shall be liable for payment on 30 calendar days written notice of any offset authorized by the County, not deducted from any payment made by the County to the Contractor.

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 **Job Placement Performance Deductions**

5.6.1 Contractor is expected to maintain an acceptable Job Placement Rate Standard by GROW office of at least 25 percent per quarter. Contractor's "placement window" is within 60 calendar days after the first day of JRT/JRY.

Note: The following job placements shall not be counted as part of the participant's job placements:

- a. Job Placements obtained by the participants, through their own effort or through other sources, other than the Contractor, prior to starting JRT/JRY shall not be submitted as part of the Contractor's Job Placement counts.
- b. On-call jobs where the participant has not started employment at the time it was reported. This type of job may only be counted as part of the job placements when it has been verified that the participant has a confirmed employment start date.
- c. Jobs that pays less than the federal minimum wage, or the State minimum wage.
- d. Temporary jobs that are expected to last less than 30 days.

5.6.2 If the Contractor's Job Placement Rate for employment by GROW office in the quarter falls below the Job Placement Rate Standard, a fiscal deduction of one percent of the Contractor's monthly Service Area fee may be assessed.

5.6.3 Commencing with the second month of the Contract, the Contractor's performance will be monitored no less than quarterly, but maybe more frequently and the Contractor may be assessed a fiscal deduction for failure to meet the required Job Placement Rate as set forth in Subsection 5.6.1 above.

5.7 **Job Placement Monitoring**

County will reconcile monthly each Contractor's job placement to its

JRT/JRY sessions and against County data to determine whether a fiscal deduction is warranted or a bonus payment should be authorized as set forth in Subsections 5.6.3 and 5.4, respectively.

5.8 Quarterly Reconciliation for Actual Cost – Public/Government Agencies

5.8.1 Reconciliation Invoices

Contractor shall submit quarterly reconciliation invoices representing actual costs. The County shall reconcile the monthly compensations to the quarterly reconciliation invoices as outlined below.

5.8.1.1 County shall reconcile Contractor's monthly invoices quarterly. Contractor shall submit an original Sample Reconciliation Invoice, Exhibit C, to the CCA within 30 calendar days following the end of each quarterly reconciliation period. The Reconciliation Invoice shall detail actual cost expenditures of the Contractor for the prior Contract quarter. The first Reconciliation Invoice of this Contract shall cover the first three-month period of direct services to GROW Participants.

5.8.1.2 Contractor shall include with the Reconciliation Invoice the detailed line item support documentation to validate the Reconciliation Invoice amounts, in accordance with Exhibit C, Contract Budget Item Budgets, Exhibit B, which includes but is not limited to the following.

- a. Administrative costs and support services costs,
- b. Personnel expenditures itemized by pay classification, e.g., certificated salaries, classified salaries, etc.
- c. Contract expenditures not listed above shall be listed separately, e.g., fringe benefits, supplies, equipment, and any other information found necessary by Contractor or County.
- d. Any prorated cost(s) pursuant to above

shall be clearly identified on the Reconciliation Invoice.

5.8.2 Reconciliation Adjustments to the Monthly Payment

County shall adjust the following month's invoice payments to correct any discrepancy if the monthly payments differ from actual cost expenditures reported. Reconciling adjustments will be handled in accordance to the following provisions:

5.8.2.1 If the quarterly reconciliation finds that County's dollar liability was more than payments made by the County to Contractor, or that County's dollar liability for such services is less than payments made by County to Contractor, then County shall either credit or deduct the difference against the following month's payment hereunder to Contractor.

5.8.2.2 County has the discretion of not making payments for months subsequent to the month in which a Reconciliation Invoice is due, until the reconciliation has been processed by County.

5.8.2.3 In no event shall County's maximum obligation under this Contract exceed the funds appropriated by County for the purpose of this Contract for each Fiscal Year of the Contract.

5.9 Unspent Funds

5.9.1 To ensure that Contractor fully utilizes County funds for contracted services, Contractor shall submit to DPSS Contract Management Division an Expenditure Report by the 31st of July following the end of each FY, as stipulated in Section 5.10.2, regardless of whether Contractor has any unspent funds. At the end of each FY, all funds paid to Contractor in excess of actual costs, for the provision of REAS services that have been properly earned, including interest, are to be treated as unspent funds.

5.9.2 The unspent funds shall be returned to County within twenty (20) business days of notification by County of the amount due. Contractor agrees to be bound by applicable County disallowed cost procedures, rules and regulations, and to repay to County any amount which is found to violate the

terms of this Contract or applicable provisions. Contractor shall be responsible for tracking all Contract payments and expenditures for the REAS program, including submission of the following:

- An Expenditure Report reflecting Contract revenues versus expenditures which follows standard accounting practices per Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and related OMB Guidance, shall be submitted to CMD by September 1st following the end of each FY and at the end of the contract term.
- Upon request by County, Contractor shall provide verification of expenditures within two (2) business days of request, unless a different timeframe is agreed upon by both parties. The purpose of the Expenditure Report is to identify the amount of unspent funds.

5.9.3 All uses of funds paid to and expended by Contractor, including the Expenditure Report, and other financial transactions related to Contractor's provision of services under this Contract are subject to review and/or audit by DPSS, County's Auditor-Controller or its designee.

5.9.4 Notwithstanding any other provision of this Contract, in addition to all other rights of County to monitor Contractor, Contractor and County agree that it is the intent of the parties that County shall have the right to audit any and all use of funds paid to and expended by Contractor, in order to ensure that all funds are accounted for.

5.9.5 In the event that the Contract terminates early for any reason (including, but not limited to, assignment, delegation, acquisition, or merger), unspent funds shall be repaid to the County within ten (10) business days of the effective date of termination.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Contract Director (CCD)

County shall designate one person who will have the authority to act as the CCD on all matters pertaining to this Contract. Responsibilities of the CCD or alternate include:

- 6.1.1 Ensuring that the objectives of this Contract are met;
- 6.1.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising CCA, who is described in Subsection 6.2 below; and
- 6.1.3 Negotiating with Contractor changes in service requirements pursuant to Section 8.0, Standard Terms and Conditions, Subsection 8.1, Changes and Amendment of Terms.

The CCD is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.2 Supervising County Contract Administrator (SCCA)

County shall designate one person who will have the authority to act as the SCCA on all matters pertaining to this Contract. Responsibilities of the SCCA or alternate include:

- 6.2.1 Overseeing the overall management and coordination of the operations of this Contract; and
- 6.2.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator, who is described in Subsection 6.3 below.

The SCCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County Contract Administrator (CCA)

County shall designate one person who will have the authority to act as the CCA on matters pertaining to this Contract. County shall notify the Contractor in writing within five (5) business days of any change in the name or address of the CCA. Responsibilities of the CCA or alternate include:

- 6.3.1 Overseeing the day-to-day administration of this Contract;

- 6.3.2 Ensuring that the objectives of this Contract are met;
- 6.3.3 Providing direction to the Contractor in the areas relating to contract, information, invoicing, and procedural requirements;
- 6.3.4 Meeting with the Contractor's Contract Manager on an as needed basis; and
- 6.3.5 Preparing amendments in accordance with the Contract, Section 8.0, Standard Terms and conditions, Subsection 8.1, Changes and Amendment of Terms.

The CCA is not authorized to make any changes in any of the standards terms and conditions of this Contract and is not authorized to further obligate County in any respect of whatsoever.

6.4 County's Contract Program Manager (CCPM)

The responsibilities of the CCPM include:

- 6.4.1 Providing direction to Contractor in the areas of County policy and program requirements;
- 6.4.2 Meeting with the Contractor's Contract Manager on a regular basis; and
- 6.4.3 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The CCPM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.5 Contract Program Monitor (CPM)

The responsibilities of the CPM include:

- 6.5.1 Providing assistance to the CCA in overseeing the day-to-day administration of this Contract;
- 6.5.2 Monitoring and evaluating Contractor's performance in providing appropriate benefits and services as specified in the Contract;
- 6.5.3 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

6.5.4 Monitoring Contractor for contractual compliance and prepares monitoring reports for the Contract; and

6.5.5 Reviewing and processing of payments for the Contractors.

The CPM reports to the CCA. The CPM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.6 Administrative Assistant II (AA II):

The responsibilities of the Administrative Assistant II are to review Contractors' invoices, and process payments to the Contractors.

The AA II is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit F - Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 Contractor's Contract Manager

7.1.1 The Contractor's Contract Manager is designated in Exhibit F – Contract Administration - Contractor. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager.

7.1.2 The Contractor's Contract Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with CCA and CPM on a regular basis.

7.1.3 The Contractor's Contract Manager must have the necessary expertise to assist Participants with the services related to this Contract.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense all staff providing services under this Contract with a photo identification badge. In addition, all of Contractor's employees assigned to County facilities are required to have a Contractor Identification (ID) badge and must have it visible at all times. Contractor bears all expense of the badging.

7.3.1 Contractor is responsible to ensure that employees have obtained a Contractor ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper Contractor ID badge on their person.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve the employee's ID badge.

7.4 Background and Security Investigations

7.4.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. Contractor shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The background check shall, at a minimum, meet the requirements of Subsections 7.4.2, 7.4.3 and 7.4.4. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 Contractor shall be responsible for ensuring that Contractor staff working on this Contract have no convictions for the following offenses:

- Blackmail;
- Bribery;
- Burglary;
- Crimes against children and elders;
- Embezzlement, including theft of public funds;
- Extortion;
- Falsification of financial statements and/or public records;

- Forgery;
- Grand Theft;
- Mass murder;
- Rape, including Sexual Battery;
- Robbery;
- Sale of narcotics and/or dangerous drugs (includes intent to sell); and
- Welfare fraud.

7.4.3 Contractor shall verify the above by conducting background checks via Live Scan or another method which includes at a minimum the following searches:

- U.S. Criminal Records Search;
- County and/or Statewide Criminal Record Search;
- Federal Criminal Record Search;
- Driving Record Search; and
- Sex Offender Database Search.

If a method other than Live Scan is used, the background check shall be conducted prior to working on this Contract, upon promotion and no less frequently than every three (3) years.

7.4.4 Contractor staff working on this Contract shall complete and sign Exhibit Y, Criminal Conviction Information Notice and Certification prior to working on this Contract, upon promotion and no less frequently than every three years.

7.4.5 Contractor shall notify County immediately of convictions of Contractor staff working on this Contract for any of the offences listed in Subsection 7.4.2. County may request that the Contractor's staff who is subsequently convicted of the crimes listed in Subsection 7.4.2 be immediately removed from working on the County Contract at any time during the term of this Contract.

7.4.6 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

7.4.7 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.4.8 Disqualification, if any, of the Contractor's staff, pursuant to this Section 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Sub-Contractors, to comply with this Subsection 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents, and Sub-Contractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, Exhibit G1.
- 7.5.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Employee Acknowledgment and Confidentiality Agreement”, Exhibit G2.
- 7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Non-Employee Acknowledgment and Confidentiality Agreement”, Exhibit G3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 The County reserves the right to initiate Change Notices that do not materially change the scope of work, term, Contract Sum, payment terms or any other term or condition under this Contract. All such changes shall be accomplished with a Change Notice signed by the Contractor and by the Director or his/her designee.
- 8.1.2 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by Director or his/her designee.
- 8.1.3 The County’s Board of Supervisors or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County’s Board of Supervisors. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director or his/her designee.
- 8.1.4 The DPSS Director may prepare and sign amendments to the Contract to update terms to reflect County, State or federal regulations or policies, to reallocate Budget line item

and/or for a decrease in the Contract costs or an increase of no more than 10% of the Maximum Contract Amount, and is necessitated by additional and necessary services, without further action by the Board of Supervisors if all of the following conditions are met:

8.1.3.1 Amendments shall be in compliance with applicable federal, State, and County regulations.

8.1.3.2 The Board of Supervisors has appropriated sufficient funds in the DPSS budget.

8.1.3.3 DPSS shall obtain the approval of County Counsel and the CEO for an amendment to this Contract.

8.2 Assignment and Delegation

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or

without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that FY and any subsequent FY during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.8.1 Within 15 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

8.5.2 The CCA will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the CCA within five business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

These shall include, but not limited to:

1. California Welfare & Institutions Code.
2. CDSS Manual of Policies and Procedures.
3. California Department of Social Services Operational Manual.
4. Social Security Act.
5. State Energy and Efficiency Plan (Title 24, California Administrative Code).
6. Clean Air Act (Section 306, 42USC 1857h).
7. Clean Water Act (Section 508, 33USC 1368).
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}.
10. Various State regulations and releases listed on several attached Exhibits.

Contractor certifies that he/she and his/her principals are not debarred or suspended from federal financial assistance programs or activities.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Sub-Contractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6.3 Contractor shall maintain all licenses required to perform the Contract.

8.6.4 Contractor shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the Contractor of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours, and nondiscrimination.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age,

condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

In addition, the Contractor shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Rights Training Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the Federal Office of Civil Rights, Department of Health and Human Services, incorporates the Civil Rights requirements of the agreement along with all other mandated federal and State requirements that must be adhered to by DPSS, its Contractors and subcontractors. They include, but are not limited to the following:

- Ensuring that public contract staff attend the mandatory DPSS-provided Civil Rights training;
- Ensuring that notices sent to participants are in their respective primary language;
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants;
- Ensuring that all complaints of discriminatory treatment, including alleged Americans with Disability Act (ADA) violations, are listed on an internal complaint log;
- Maintaining records and record retention of all Civil Rights related correspondence to participants, including Civil Rights Complaint Log, and documenting in the records whether language services and ADA accommodations were provided; and
- Collecting data necessary to monitor compliance with Civil Rights requirements.

A copy of the Civil Rights Training Handbook may be obtained by contacting the CCA.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury

Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 **Written Employee Jury Service Policy**

1. Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.
2. For purposes of this subparagraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12 month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Sub-Contractor to perform services for the County under the Contract, the Sub-Contractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately

make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services GAIN Program or GROW Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN-GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 **Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 **Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 **Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a

recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing

Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Sub-Contractors of Contractor

These terms shall also apply to Sub-Contractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Sub-Contractors, if any, to post this poster in a prominent position in the Sub-Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it

is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance as set forth in Exhibit A - Statement of Work, Section 4.0, Quality Assurance Plan.

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to subsection 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work

performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Sub-Contractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Sub-Contractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Sub-Contractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Sub-Contractor" and "Sub-Contractors" mean Sub-Contractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in subsection 7.5 - Confidentiality.

8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract.

These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements shall be sent to the CCA (Exhibit E – Contract Administration – County).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, it's Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the

County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying

each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive

insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 **Insurance Coverage**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this

coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

- **Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and two (\$2) million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- **Property Coverage**

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

- **Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$50,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix B, Exhibit 1, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its Sub-Contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this subsection 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this subsection 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While
- The County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not

restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of DPSS, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in IRS Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each Sub-Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior

written notice thereof to the other party. The Director, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to subparagraph 8.38 - Record Retention and Inspection-Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However,

in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subsection 8.37 shall apply.

8.38 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract

without the prior consent of the County may be deemed a material breach of this Contract.

- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Sub-Contractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Sub-Contractor employees, providing services under this Contract. The Contractor is responsible to notify its Sub-Contractors of this County right.
- 8.40.6 The County's Contract Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Sub-Contractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Sub-Contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Sub-Contractor maintains all the programs of insurance required by the County from each approved

Sub-Contractor. The Contractor shall ensure delivery of all such documents to the CCA (Exhibit E – Contract Administration– County) before any subcontractor employee may perform any work hereunder.

8.41 Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in subsection 8.14 - Contractor’s Warranty of Adherence to County’s Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to subsection 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with subsection 8.38, Record Retention and Inspection-Audit Settlement.

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.

8.43.3 Except with respect to defaults of any Sub-Contractor, the Contractor shall not be liable for any such excess costs of the type identified in paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor, and without the fault or

negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Sub-Contractor(s)" means Sub-Contractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this paragraph 8.43, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subsection 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors

appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the

economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in subsection 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Sub-Contractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Audit Settlement

If, at any time during the term of the Contract or within five years, or longer as may be required by federal or State Law, after the expiration or termination of the Contract, authorized representatives of County conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County's dollar liability for such services is less than payments made by the County to the Contractor, then Contractor agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the Contractor to County by cash payment, or 2) at the County's option, credited against future payments due by the County to the Contractor, whether under this Contract or otherwise.

If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to Contractor by the County provided that in no event shall the County's maximum or annual maximum obligation for the Contract exceed the maximum or annual maximum contract amount of funds appropriated by the County for the purpose of this Contract.

9.2 Child/Elder Abuse/Fraud Reports

9.2.1 Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse report shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.

9.2.2 Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.2.3 Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

9.3 Collective Bargaining Agreement

To comply with CDSS Regulations Section 23-610 (c) (22), the Contractor agrees to provide the County, upon request, a copy of any collective bargaining agreement covering employees providing services under the Contracts.

9.4 Compliance with Auditor-Controller Contract Accounting and Administration Handbook

The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook is incorporated herein by reference and available at www.ladpss.org/dpss/contracts. Contractor shall comply at a minimum with the requirements set forth in the Contract Accounting and Administration Handbook.

9.5 Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)

- 9.5.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.5.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.5.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor’s or its officers’, employees’, or agents’, access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.6 Local Small Business Enterprise(SBE) Preference Program

- 9.6.1 This Contract is subject to the provisions of the County’s ordinance entitled Local Small Business Enterprise (SBE) Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.6.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local SBE.

- 9.6.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local SBE.
- 9.6.4 If the Contractor has obtained certification as a Local SBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10% of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State, the Department of Consumer and Business Affairs and Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a contract award.

9.7 Ownership of Materials, Software and Copyright

- 9.7.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade

secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.7.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.7.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Contract Administrator as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.7.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.7.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.7.6 All the rights and obligations of this Section 9.3 shall survive the expiration or termination of this Contract.

9.8 Patent, Copyright and Trade Secret Indemnification

- 9.8.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or

copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.8.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.9 Shred Documents

Contractor shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Section 8.42 of this Contract are to be maintained for a period of five years after the expiration or termination of the Contract, or longer if required by law.

9.10 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.11 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By _____
Sheryl L. Spiller, Director
Department of Public Social Services

_____ Date

CONTRACTOR'S NAME:

By _____
Authorized Official's Name (Typed)
Authorized Official's Title (Typed)

_____ Date

By _____
Authorized Official's Name (Typed)
Authorized Official's Title (Typed)

_____ Date

APPROVED AS TO FORM:

Mary Wickham

COUNTY COUNSEL

By _____
Melinda White-Svec
Deputy County Counsel

_____ Date

STATEMENT OF WORK
(See RFP Appendix A)

LINE ITEM BUDGET TEMPLATE
(See RFP Appendix D, Required Form D-13)

**GROW JOB SERVICES
SAMPLE MONTHLY INVOICE**

Invoice Date: _____ **Invoice Number:** _____

CONTRACTOR: _____

CONTRACTOR SSN/Taxpayer ID Number: _____

Invoice Month: From: _____ To: _____

1. Fixed Monthly Fee – Service Area #: _____ \$ _____

2. Fixed Monthly Fee – Service Area #: _____ \$ _____

Total Monthly Invoice Amount \$ _____

I certify under penalty of perjury that these charges are true and correct.

Financial Officer Signature Date Signed _____

Print Name

TO BE COMPLETED BY COUNTY CONTRACT ADMINISTRATOR (CCA)

Deductions:

Job Readiness Training Services

CONTRACTOR failed to meet the Standard Job Placement Rate of 15 percent:

Fiscal Deduction \$ _____

CONTRACTOR assessed the Bonus Payment Provision's fiscal deduction \$ _____

Other: _____ \$ _____

Total Deductions \$ _____

Total Due to CONTRACTOR \$ _____

CCA Signature Date Signed _____

**GROW JOB SERVICES
SAMPLE RECONCILIATION INVOICE
(ONLY FOR GOVERNMENTAL AGENCIES)**

Invoice Date: _____ **Invoice Number:** _____

CONTRACTOR: _____

CONTRACTOR SSN/Taxpayer ID Number: _____

Reconciliation Period: From: _____ To: _____

Actual Costs Reimbursement:

A. Orientation & Job Readiness Training Actual Cost \$ _____

Sub-Total (Actual Costs without bonus payment) \$ _____

B. Bonus Payment \$ _____

C. Less Previous Payments \$ _____

Total Balance Due (A + B + C minus D) \$ _____

Contractor's Authorizing Name (print) Contractor's Authorizing Signature Date Signed

CCA's Authorizing Name (print) CCA's Authorizing Signature Date Signed

**GROW JOB SERVICES
SAMPLE BONUS INVOICE**

MONTH: _____

BONUS PAYMENT - UPON DPSS APPROVAL

Total No. of Job Placements	No. of Job Placements meet 15% Standard	No. of Job Placements above 20% Standard	Claimed Bonus Amount	Total Bonus Amount Due

For instructions, please refer to Section 5.4, Job Placement Bonus Provision.

BONUS PAYMENT OR CREDIT DUE: \$ _____

Number of attached employment verifications: _____

Contractor's Authorizing Signature

Date Signed

CCA's Authorizing Signature

Date Signed

CONTRACTOR'S EEO CERTIFICATION
(See RFP Appendix D, Required Form D-8)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT DIRECTOR:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR (MONITORING):

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR (INVOICING):

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT PROGRAM MANAGER

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____ E-Mail Address: _____

CONTRACT PROGRAM MONITOR

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S PROJECTMANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A.** “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B.** “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C.** “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1.** A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2.** A contract where federal or State law or a condition of a federal or State program mandates the use of a particular contractor; or
 - 3.** A purchase made through a State or federal contract; or
 - 4.** A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5.** A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6.** A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7.** A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8.** A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- D. "Full-time" means 40 hours or more worked per week or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the Chief Administrative Officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full-time.
- E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to Contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to Contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002).

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

- A. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002).

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- A. Recommend to the board of supervisors the termination of the contract; and/or,
- B. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002).

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

(See RFP Appendix J)

CHARITABLE CONTRIBUTIONS CERTIFICATION
(See RFP Appendix D, Required Form D-15)

**CONTRACTOR'S
NON-DISCRIMINATION IN SERVICE CERTIFICATION**

CONTRACTOR's Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

GENERAL

In accordance with **Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1980***, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| | (Circle one) |
| 1. The Contractor has a written policy statement prohibiting discrimination in providing services and benefits. | Yes No |
| 2. The Contractor periodically monitors the equal provision of services to ensure non-discrimination. | Yes No |
| 3. Where problem areas are identified in equal provisions of services and benefits, the Contractor has a system for taking reasonable corrective action within a specified length of time. | Yes No |

Authorized Official's Printed Name and Title: _____

Authorized Official's Signature: _____

Date: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED
COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --Lower Tier Covered Transaction (45 C.F.R. Part 76),” as set forth in the text of the Sample Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.

Proposer acknowledges that a participant may decide the methods and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

- 7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8. Expert for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 9. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the agreement which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: _____

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Date: _____

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**
(See RFP Appendix D, Required Form D-9)

**COUNTY OF LOS ANGELES
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**
(See RFP Appendix D, Required Form D-10)

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE NOTICE 1015
(See RFP Appendix I)

**Defaulted Property Tax Reduction Program
Title 2 Administration
Chapter 2.206**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular Contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 - 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the Contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**
(See RFP Appendix D, Required Form D-17)

CRIMINAL CONVICTION INFORMATION NOTICE AND CERTIFICATION

All staff working under the GROW Support Services Contract with the Department of Public Social Services (DPSS) must read and sign this notice/certification prior to beginning work on this Contract, upon promotion and no less frequently than every three years.

The suitability of Staff who have been convicted of criminal acts and/or who have successfully completed probation or parole must be evaluated. Staff is required to truthfully and fully disclose criminal conviction(s). If you fail to disclose a criminal conviction, the Contract requires that you be removed from working on this Contract regardless of your work performance.

Due to the fact that legal terms by which criminal acts may be described differ among jurisdictions, the following is NOT a complete list of criminal convictions that may be considered in evaluating suitability to work on this Contract.

I. ACCEPTABLE TO WORK ON CONTRACT

- Disturbing the Peace
- Drunk Driving (Acceptable with a valid driver license)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana
- Reckless Driving (Acceptable with a valid driver license)
- Trespassing

II. ACCEPTABLE TO WORK ON CONTRACT AFTER STIPULATED TIME (INCLUDING SIMILAR CONVICTIONS AND “ATTEMPT”, “ACCESSORY”, AND “CONSPIRACY” TO COMMIT ANY OF THE CRIMES LISTED BELOW)

- | | |
|--------------------------------------------------|------------|
| • Assault and Battery | One year |
| • Malicious Mischief | One year |
| • Prostitution | One year |
| • Petty Theft | Five years |
| • Receiving Stolen Property | Five years |
| • Shoplifting | Five years |
| • Manslaughter | Five years |
| • Possession of Narcotics and/or Dangerous Drugs | Five Years |

III. DETERMINATION AFTER INVESTIGATION

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

IV. NOT ACCEPTABLE TO WORK ON CONTRACT (INCLUDING SIMILAR CONVICTIONS AND “ATTEMPT”, “ACCESSORY”, AND “CONSPIRACY” TO COMMIT ANY OF THE CRIMES LISTED BELOW.)

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion
- Falsification of Financial Statements and/or Public Records
- Forgery
- Grand Theft
- Mass Murder
- Rape, including Sexual Battery
- Robbery
- Sale of narcotics and/or Dangerous Drugs (Includes Intent to Sell)
- Welfare Fraud

I have read and reviewed this Criminal Conviction Information Notice and Certification. I understand that if I have any convictions, I am to report the conviction(s) on this sheet. This includes, but is not limited to, those offenses listed above.

In addition, I understand that I am to report all convictions that occur after the date I sign this Certification.

I understand that any omission or misstatement of material fact used to secure a position working on this Contract shall be grounds for my removal from working on this Contract regardless of the time elapsed before discovery and work performance.

I understand that the processing of a criminal background check is part of the selection process and that my continued work under this Contract is contingent upon the results of my background check.

- I HAVE NOT BEEN CONVICTED OF ANY OF THE ABOVE OFFENSES.
- I HAVE BEEN CONVICTED OF THE FOLLOWING OFFENSE(S): _____

Conviction Date: _____

- I am currently on probation/parole. End date: _____
- I am no longer on probation/parole. My probation/parole terminated on: _____

Signature

Date

Witnessed by: _____
Signature & Title

Date

APPENDIX D

REQUIRED FORMS

FOR

REQUEST FOR PROPOSALS (RFP)

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name State Year Inc.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name County of Registration Year became DBA

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? _____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name Year of Name Change

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below. Proposer is reminded that it must comply with the requirements of Section 5.19 of the Request for Proposal.

PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT - continued

Proposer acknowledges and certifies that it meets and will comply with all of the County policies and programs as listed in Sections 4.0; County’s Rights and Responsibilities; Section 5.0, Proposer’s Requirements and Certifications; and 6.0, County’s Preference Program of the Request for Proposals.

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Section 3.0, Proposers Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

- Yes No Have (by proposal submission due date) a **minimum experience of three years within the last 10 years** providing Job Services or services equivalent or similar to the services identified in Appendix A, Statement or Work.
- Yes No Have (by proposal submission due date) a Contract Manager with : Option (1) a bachelor’s degree in a related field (e.g. social work, public administration, psychology) with two years experience providing Job Services, or services substantially similar to the services required in Appendix A, Statement of Work, Or Option (2) a minimum of three years experience providing Job Services, or services substantially similar to the services required in Appendix A, Statement or Work. The experience/job specifications must be documented in the Business Proposal Section _____ (see RFP Section _____).
- Yes No Have (by proposal submission due date) an administrative office in Los Angeles County, with a responsible person(s) to maintain all administrative records related to the proposed Contract and financial reports that are required herein. This information must be documented in the Business Proposal Section ____ (See RFP Section_____)
- Yes No Comply with the Proposal’s format and requirements set forth in the Business Proposal Format and Cost Proposal Format (See RFP _____)

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director’s sole judgment and his/her judgment shall be final.

Proposer’s Name: _____

Proposer’s Address: _____

E-mail address: _____ Telephone Number: _____

Fax number: _____

On behalf of _____ (Proposer’s name), I, _____ (Name of Proposer’s authorized Representative), certify that the information contained in this Proposer’s Organization Questionnaire/Affidavit is true and correct to the best of my knowledge and belief.

Signature

IRS Employer Identification Number

Title

CA Business License Number

Date

County WebVen Number

PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List **four (4)** references where the required or substantially similar scope of services was provided within the last 5 years in order to meet the Minimum Requirements stated in this solicitation. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-mail Address
Name or Contract No.	# of Years / Term of Contract (MM/YY – MM/YY)	Type of Service	Dollar Amt.	
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-mail Address
Name or Contract No.	# of Years / Term of Contract (MM/YY – MM/YY)	Type of Service	Dollar Amt.	
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-mail Address
Name or Contract No.	# of Years / Term of Contract (MM/YY – MM/YY)	Type of Service	Dollar Amt.	
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-mail Address
Name or Contract No.	# of Years / Term of Contract (MM/YY – MM/YY)	Type of Service	Dollar Amt.	

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List all **Los Angeles County's entities** for which the Contractor has provided the required or substantially similar scope of services within the **last three (3) years**. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-mail Address
_____ Name or Contract No.	_____ # of Years / Term of Contract (MM/YY – MM/YY)	_____ Type of Service	_____ Type of Service	_____ Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-mail Address
_____ Name or Contract No.	_____ # of Years / Term of Contract (MM/YY – MM/YY)	_____ Type of Service	_____ Type of Service	_____ Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-mail Address
_____ Name or Contract No.	_____ # of Years / Term of Contract (MM/YY – MM/YY)	_____ Type of Service	_____ Type of Service	_____ Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-mail Address
_____ Name or Contract No.	_____ # of Years / Term of Contract (MM/YY – MM/YY)	_____ Type of Service	_____ Type of Service	_____ Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-mail Address
_____ Name or Contract No.	_____ # of Years / Term of Contract (MM/YY – MM/YY)	_____ Type of Service	_____ Type of Service	_____ Dollar Amt.

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List all contracts that have been terminated within the **past three (3) years**. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-mail Address
Name or Contract No.		Reason for contract termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-mail Address
Name or Contract No.		Reason for contract termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-mail Address
Name or Contract No.		Reason for contract termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-mail Address
Name or Contract No.		Reason for contract termination:		

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

**FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____
CAGE CODE: _____ **NAICS CODE:** _____

- As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- The NAICS Code shown corresponds to the services in this solicitation.
- Attached is my CCR certification page.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

IV. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

PROPOSER'S EEO CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

 Signature

 Date

 Name and Title of Signer (please print)

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is given an exemption from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**REQUIRED BID SHEET
FORM OF BID TO BE SUBMITTED BY PROPOSER**

The undersigned offers to furnish all personnel and materials for the provision of GROW Job Services. Said work shall be done for the period prescribed and in the manner set forth in RFP, Appendix A, Statement of Work, and based on projected caseloads provided in Appendix B, Technical Exhibit 3. The projected caseloads are subject to change and do not constitute a guarantee of any number of participants to be served per service area.

I agree to provide comprehensive GROW Job Services for GROW Participants in Los Angeles County. The following price for the GROW Job Services Service Area being bid is firm and fixed for the term of the Contract:

1 Service Area	2 GROW Job Services Area Description	3 Monthly Firm Fixed Fee per Service Area Being Bid *
I		\$
II		\$
III		\$
IV		\$
V		\$
VI		\$

***Submit only one monthly firm fixed fee for the service area being bid. Place an "N/A" in column 3 for the Service Areas not being bid.**

THIS BID SHALL REMAIN A FIRM OFFER FOR 365 DAYS FOLLOWING THE LAST DAY TO SUBMIT PROPOSALS.

_____ Date _____
Signature of Authorized Agent

Typed Name of Authorized Agent

Firm Name

Firm Address

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer

Title

Signature

Date

GROW JOB SERVICES - LINE ITEM BUDGET

PROJECT NAME: _____
 CONTRACTOR: _____ CONTACT PERSON: _____
 CONTRACT PERIOD: _____ TELEPHONE NUMBER: _____
 FISCAL YEAR: _____

ADMINISTRATIVE COSTS:

	Cost
<u>Salaries and Benefits for Administrative Staff:</u>	
Salaries (from Personnel Schedule)	(a) \$ _____ -
Fringe Benefits (from Personnel Schedule)	(b) _____ -
Personnel Subtotal (line a+b)	(c) \$ _____ -

ADMINISTRATIVE OPERATING COSTS	Monthly Cost	Cost
Office and Other Supplies	_____ -	\$ _____ -
Mileage	_____ -	_____ -
Telephone	_____ -	_____ -
Copier	_____ -	_____ -
Rent/Lease - Land and Building	_____ -	_____ -
Accounting Services	_____ -	_____ -
Operating Costs - Subtotal	_____ -	(d) \$ _____ -

	Percentage	Cost
INDIRECT COSTS (List approved %)		
Indirect Cost - Subtotal	0.00%	(e) \$ _____ -
Total Administrative Cost (The sum of line c,d,e).		(f) \$ _____ -

DIRECT SERVICES COSTS:

	Cost
<u>Salaries and Benefits for Staff Providing Direct Services:</u>	
Salaries (from Personnel Schedule)	(g) \$ _____ -
Fringe Benefits (from Personnel Schedule)	(h) _____ 0
Personnel Subtotal (line g+h)	(i) \$ _____ -

DIRECT SERVICES OPERATING COSTS	Monthly Cost	Cost
Instructional Materials	_____ -	\$ _____ -
Instructional Supplies	_____ -	_____ -
Office and Other Supplies	_____ -	_____ -
Support Cost of Office Class/Job Fairs	_____ -	_____ -
Non-Capitalized Equipment	_____ -	_____ -
Mileage	_____ -	_____ -
Travel and Conferences	_____ -	_____ -
Reprographics	_____ -	_____ -
Telephone	_____ -	_____ -
Bulk Metered Postage	_____ -	_____ -
Copier	_____ -	_____ -
Rent/Lease - Land and Building	_____ -	_____ -
Operating Costs - Subtotal	_____ -	(j) \$ _____ -

Sub-Contracted costs (from Direct Service Provider Budget)		
Subcontractor 1	_____	_____
Subcontractor 2	_____	_____
Subcontractor 3	_____	_____
Sub-Contract Costs - Subtotal		(k) _____ -
Total Direct Services Costs (line i,j,k)		(l) \$ _____ -

Total Contract Cost (line f+l) (m) **\$ _____ -**

Note:

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
- (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.

PERSONNEL SCHEDULE

CONTRACTOR: _____
CONTRACT PERIOD: _____
FISCAL YEAR: _____

CONTACT PERSON: _____
TELEPHONE NUMBER: _____

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Administrative Personnel:	Director	0	0	0.0%	\$	\$
	Management Coordinator	0	0	0.0%		
	Administrative Analyst	0	0	0.0%		
	Career Dev. Program Mgr.	0	0	0.0%		
	Career Dev. Program Supr.	0	0	0.0%		
	Sr. Career Dev. Prog Spec.	0	0	0.0%		
	Career Dev. Prog. Spec.	0	0	0.0%		
	Administrative Aide	0	0	0.0%		
	Sr. Division Secretary	0	0	0.0%		
	Classified Limited Term	0	0	0.0%		
	Classified Overtime	0	0	0.0%		
Total Salaries:					\$ -	\$ -

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	DIRECTOR	MANAGEMENT COORDINATOR	ADMINISTRATIVE ANALYST	CAREER DEV. PROG. MANAGER	CAREER DEV. PROG. SUPERVISOR	(5)	TOTAL
Health Plan (3)	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Dental Plan (included in Health Plan)	-	-	-	-	-		-
Retirement	-	-	-	-	-		-
SUI	-	-	-	-	-		-
Social Security and/or Medicare	-	-	-	-	-		-
Worker's Compensation	-	-	-	-	-		-
Long-Term Disability	-	-	-	-	-		-
Holidays							
Sick Leave							
Vacation							
Life Insurance							
Fringe Benefits per Classification							
Fringe Benefit Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
% Time Allocation	0.0%	0.0%	0.0%	0.0%	0.0%		
Total Fringe Benefits (4):	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: _____

CONTRACTOR: _____

CONTACT PERSON: _____

CONTRACT PERIOD: _____

TELEPHONE NUMBER: _____

DIRECT SERVICES (1)

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
6	_____	_____	_____	_____
7	_____	_____	_____	_____
8	_____	_____	_____	_____
9	_____	_____	_____	_____
10	_____	_____	_____	_____
11	_____	_____	_____	_____
12	_____	_____	_____	_____
13	_____	_____	_____	_____
14	_____	_____	_____	_____
15	_____	_____	_____	_____
16	_____	_____	_____	_____
17	_____	_____	_____	_____
18	_____	_____	_____	_____
19	_____	_____	_____	_____
20	_____	_____	_____	_____
21	_____	_____	_____	_____
Total Direct Services Cost				_____

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

EMPLOYEE BENEFITS

Medical Insurance/Health Plan:

Employer Pays \$_____ Employee Pays \$_____ Total Mo. Premium \$_____

Annual Deductible
 Employee \$_____ Family \$_____

Coverage (✓)
 _____ Hospital Care (In Patient _____ Out Patient _____)
 _____ X-Ray and Laboratory
 _____ Surgery
 _____ Office Visits
 _____ Pharmacy
 _____ Maternity
 _____ Mental Health/Chemical Dependency, In Patient
 _____ Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$_____ Employee Pays \$_____ Total Mo. Premium \$_____

Life Insurance:

Employer Pays \$_____ Employee Pays \$_____ Total Mo. Premium \$_____

Vacation:

Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Sick Leave:

Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Holidays:

Number of Days _____ per year

Retirement:

Employer Pays \$_____ Employee Pays \$_____ Total Premium \$_____

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

 Signature

 Date

 Name and Title of Signer (please print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**REQUEST FOR DISABLED VETERANS BUSINESS ENTERPRISE
PREFERENCE PROGRAM CONSIDERATION**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations may be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov/>

- I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm	County Webven No.
Print Name:	Title:
Signature:	Date:

<i>SIGNATURE OF REVIEWER</i>	<i>APPROVED</i>	<i>DISAPPROVED</i>	<i>DATE</i>

GROW JOB SERVICES

Five Year Revenue Disclosure Summary

Agency Name and Address: _____

1. SUMMARY OF FUNDING SOURCES						
Program/Project Title	Services Provided	Funding Source	Amount of Award	Contract Period	Supervisory Districts or Areas Served	Target Population

GROW JOB SERVICES

Five Year Revenue Disclosure Summary

Agency Name and Address: _____

2.SUMMARY OF PROPOSALS SUBMITTED/PENDING						
Program/Project Title	Services Provided	Funding Source	Amount of Award	Contract Period	Supervisory Districts or Areas Served	Target Population

CONTRACTOR'S CERTIFICATION OF OFFICE LOCATION

CONTRACTOR NAME:

The service office(s) is/are located at:

Address 1:

Address 2:

Address 3:

By signing this certification form, this Contractor certifies that the office(s) listed above, are accessible within a travel time of one-hour (one way) via public transportation, to all Participants served within Service Area_____. Contractor further certifies that the one-hour travel time was verified through the Metropolitan Transportation Authority.

Name of Firm: _____

Name and Title of Signer: _____

Signature: _____ Date: _____

REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website.

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

IRS NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2015)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2015 are less than \$53,267 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2015)
Cat. No. 205991

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

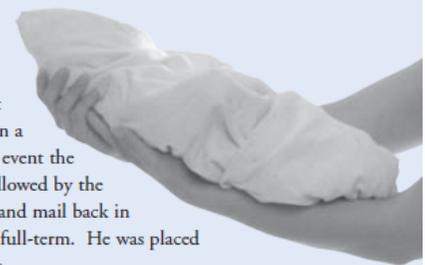
What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

APPENDIX K INTENTIONALLY REMOVED

Title 2 ADMINISTRATION
 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
 AND CONTRACTOR DEBARMENT

2.202.010 Findings and declaration.

2.202.020 Definitions.

2.202.030 Determination of contractor non-responsibility.

2.202.040 Debarment of contractors.

2.202.050 Pre-emption.

2.202.060 Severability.

2.202.010 - Findings and declarations.

- A. The Board of Supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The Board of Supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the County or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the County or a nonprofit corporation created by the County. A Contractor includes a Contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the Contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County or a nonprofit corporation created by the County.
- C. "Debarment" means an action taken by the County which results in a Contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the County. A Contractor who has been determined by the County to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the County or the designee of same.

Title 2 ADMINISTRATION
 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
 AND CONTRACTOR DEBARMENT

- E. "County" means the County of Los Angeles, any public entities for which the Board of Supervisors is the governing body, and any joint powers authorities of which the County is a member that have adopted County contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over Contractor debarment hearings and make recommendations on debarment to the Board of Supervisors.
- G. Determination of "non-responsibility" means an action taken by the County which results in a Contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A Contractor who has been determined by the County to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a Contractor seeking an award of a contract.
 (Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of Contractor non-responsibility.

- A. Prior to a contract being awarded by the County, the County may determine that a Contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the County determines that a Contractor is non-responsible for a particular contract, said Contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The County may declare a Contractor to be non-responsible for purposes of a particular contract if the County, in its discretion, finds that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- C. The decision by the County to find a Contractor non-responsible for a particular contract is within the discretion of the County. The seriousness and extent of the Contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the County in determining whether a Contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the Contractor of the basis for the proposed non-responsibility determination, and shall advise the Contractor that a

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The Contractor and/or attorney or other authorized representative of the Contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the Board of Supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of Contractors.

- A. The County may debar a Contractor who has had a contract with the County in the preceding three years and/or a Contractor who has submitted a bid or proposal for a new contract with the County.
- B. The County may debar a Contractor if the County finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- C. The decision by the County to debar a Contractor is within the discretion of the County. The seriousness and extent of the Contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the County in determining whether to debar a Contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the County may impose a longer period of debarment up to and including permanent debarment.
- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the County shall further find that the Contractor's acts or omissions are of such an extremely serious nature that removal of the Contractor from future

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

County contracting opportunities for the specified period is necessary to protect the County's interests.

- E. Mitigating and aggravating factors that the County may consider in determining whether to debar a Contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A Contractor's overall performance record. For example, the County may evaluate the Contractor's activity cited as the basis for the debarment in the broader context of the Contractor's overall performance history.
 - (5) Whether a Contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a Contractor's wrongdoing was intentional or inadvertent. For example, the County may consider whether and to what extent a Contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a Contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a Contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the Contractor made or agreed to make restitution.
 - (9) Whether a Contractor has cooperated fully with the County during the investigation, and any court or administrative action. In determining the extent of cooperation, the County may consider when the cooperation began and whether the Contractor disclosed all pertinent information known to the Contractor.
 - (10) Whether the wrongdoing was pervasive within a Contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.
 - (12) Whether a Contractor participated in, knew of, or tolerated the offense.
 - (13) Whether a Contractor brought the activity cited as a basis for the debarment to the attention of the County in a timely manner.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

- (14) Whether a Contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the County.
 - (15) Whether a Contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
 - (16) Whether a Contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
 - (17) Other factors that are appropriate to the circumstances of a particular case.
- (Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)
- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the Contractor of the basis for the proposed debarment, and shall advise the Contractor that a debarment hearing will be scheduled on a date certain. The Contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the Contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor hearing board. A debarment finding shall become final upon the approval of the Board of supervisors.
 - G. In making a debarment determination, the Board of Supervisors may also, in its discretion and consistent with the terms of any existing contracts that the Contractor may have with the County, terminate any or all such existing contracts. In the event that any existing contract is terminated by the Board of Supervisors, the County shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
 - H. With respect to a Contractor who has been debarred for a period longer than five years, the Contractor may, after the debarment has been in effect for at least five years, request that the County review the debarment determination to reduce the period of debarment or terminate the debarment. The County may consider a Contractor's request to review a debarment determination based upon the

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the Contractor hearing board. The chair of the Contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the Contractor's request for review; or (2) schedule the matter for consideration by the Contractor hearing board which shall hold a hearing to consider the Contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the Board of Supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

APPENDIX M INTENTIONALLY OMITTED

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 281 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 - 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)